

<i>SERFF Tracking Number:</i>	<i>AGNY-125644541</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Union Fire Insurance Company of Pittsburgh, Pa.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AIC-08-EO-08</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>Corporate Counsel Premier-165000174/40950010</i>		
<i>Project Name/Number:</i>	<i>Corporate Counsel Premier/AIC-08-EO-08</i>		

## Filing at a Glance

Company: National Union Fire Insurance Company of Pittsburgh, Pa.

Product Name: Corporate Counsel Premier-165000174/40950010  
 SERFF Tr Num: AGNY-125644541 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 17.1019 Professional Errors & Omissions Liability	Co Tr Num: AIC-08-EO-08	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: Jameka Harris	Disposition Date: 05/27/2008
	Date Submitted: 05/16/2008	Disposition Status: Approved
Effective Date Requested (New): 06/09/2008		Effective Date (New):
Effective Date Requested (Renewal): 06/09/2008		Effective Date (Renewal):
State Filing Description:		

## General Information

Project Name: Corporate Counsel Premier	Status of Filing in Domicile: Pending
Project Number: AIC-08-EO-08	Domicile Status Comments:
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 05/27/2008	
State Status Changed: 05/27/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

The companies referenced in this filing submit for your review and approval their Corporate Counsel Premier®.

This program provides claims-made coverage for the Wrongful Acts of any covered corporate counsel. "Wrongful act" includes a violation of any professional liability, obligation or duty under common or statutory law.

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<i>Company Tracking Number:</i>	<i>AIC-08-EO-08</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>Corporate Counsel Premier-165000174/40950010</i>		
<i>Project Name/Number:</i>	<i>Corporate Counsel Premier/AIC-08-EO-08</i>		

Please refer to the attached Forms Listing for a complete list of the forms that will be used with this program.

This program will be rated on an (a) rate basis.

Your favorable consideration and approval are respectfully requested.

## Company and Contact

### Filing Contact Information

Jameka Harris, Filings Analyst	jameka.harris@aig.com
175 Water Street, 17th Floor	(212) 458-7056 [Phone]
New York, NY 10038	(212) 458-7077[FAX]

### Filing Company Information

National Union Fire Insurance Company of Pittsburgh, Pa.	CoCode: 19445	State of Domicile: Pennsylvania
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 25-0687550	
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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Union Fire Insurance Company of	\$50.00	05/16/2008	20368259

<i>SERFF Tracking Number:</i>	<i>AGNY-125644541</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>AIC-08-EO-08</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>Corporate Counsel Premier-165000174/40950010</i>		
<i>Project Name/Number:</i>	<i>Corporate Counsel Premier/AIC-08-EO-08</i>		
<b>Pittsburgh, Pa.</b>			



SERFF Tracking Number:	AGNY-125644541	State:	Arkansas
Filing Company:	National Union Fire Insurance Company of Pittsburgh, Pa.	State Tracking Number:	EFT \$50
Company Tracking Number:	AIC-08-EO-08		
TOI:	17.1 Other Liability - Claims Made Only	Sub-TOI:	17.1019 Professional Errors & Omissions Liability
Product Name:	Corporate Counsel Premier-165000174/40950010		
Project Name/Number:	Corporate Counsel Premier/AIC-08-EO-08		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	05/27/2008	05/27/2008

<i>SERFF Tracking Number:</i>	<i>AGNY-125644541</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Union Fire Insurance Company of Pittsburgh, Pa.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AIC-08-EO-08</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>Corporate Counsel Premier-165000174/40950010</i>		
<i>Project Name/Number:</i>	<i>Corporate Counsel Premier/AIC-08-EO-08</i>		

## Disposition

Disposition Date: 05/27/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125644541 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-EO-08

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Corporate Counsel Premier-165000174/40950010

Project Name/Number: Corporate Counsel Premier/AIC-08-EO-08

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms Listing	Approved	Yes
Form	Corporate Counsel Premier Declarations Page	Approved	Yes
Form	Corporate Counsel Premier Policy	Approved	Yes
Form	Corporate Counsel Premier New Business Application	Approved	Yes
Form	Corporate Counsel Premier Renewal Application	Approved	Yes
Form	Absolute SEC Exclusion Endorsement	Approved	Yes
Form	Additional Organization Endorsement	Approved	Yes
Form	Application Provision Endorsement	Approved	Yes
Form	Arbitration & Mediation Services Coverage Endorsement	Approved	Yes
Form	Bad Faith Exclusion Endorsement	Approved	Yes
Form	Claims Adjuster, Title Abstractor And Collection Agent Exclusion Endorsement	Approved	Yes
Form	Conduct Exclusion Amendatory Endorsement (Final Adjudication)	Approved	Yes
Form	Conduct Exclusion Amendatory Endorsement (Final Adjudication/Determination)	Approved	Yes
Form	Deletion of Endorsement	Approved	Yes
Form	Extended Reporting Period Elected Endorsement (Transactions)	Approved	Yes
Form	Extended Reporting Period Elected Endorsement	Approved	Yes
Form	First Inception Date Amendatory Endorsement	Approved	Yes
Form	Full Prior Acts Amendatory Endorsement	Approved	Yes
Form	"Insured Person" Definition Amendatory Endorsement (Removes Independent	Approved	Yes

SERFF Tracking Number: AGNY-125644541 State: Arkansas  
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
Company Tracking Number: AIC-08-EO-08  
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability  
Product Name: Corporate Counsel Premier-165000174/40950010  
Project Name/Number: Corporate Counsel Premier/AIC-08-EO-08

Contractors)			
Form	Insured v. Insured Amendatory Endorsement (Bankruptcy Carveback)	Approved	Yes
Form	Intellectual Property Exclusion Endorsement	Approved	Yes
Form	Investment Advisor Exclusion Endorsement	Approved	Yes
Form	"Legal Services" Definition Amendatory Endorsement	Approved	Yes
Form	Limited Moonlighting Exclusion Endorsement	Approved	Yes
Form	Listed Subsidiaries Endorsement	Approved	Yes
Form	Medical Malpractice Exclusion Endorsement	Approved	Yes
Form	Modified SEC Exclusion Endorsement	Approved	Yes
Form	Moonlighting And Pro Bono Exclusion Endorsement	Approved	Yes
Form	Moonlighting And Pro Bono Sub-Limit of Liability Endorsement	Approved	Yes
Form	"Moonlighting" Only Endorsement	Approved	Yes
Form	Named Organization Amendatory Endorsement	Approved	Yes
Form	Pending And Prior Litigation Exclusion (Excess Limits) Endorsement	Approved	Yes
Form	Policy Period Extension Endorsement	Approved	Yes
Form	Policy Period Amendatory Endorsement	Approved	Yes
Form	Prior Acts Exclusion (Excess Limits) Endorsement	Approved	Yes
Form	"Pro Bono" and "Moonlighting" Only Endorsement	Approved	Yes
Form	"Pro Bono" Only Endorsement	Approved	Yes
Form	Public Offering Exclusion Endorsement	Approved	Yes
Form	Public Offering Exclusion Endorsement (With Debt Carveout)	Approved	Yes



SERFF Tracking Number: AGNY-125644541 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-EO-08

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Corporate Counsel Premier-165000174/40950010

Project Name/Number: Corporate Counsel Premier/AIC-08-EO-08

<b>Form</b>	Punitive Damages Exclusion Endorsement	Approved	Yes
<b>Form</b>	Retention Amendatory Endorsement	Approved	Yes
<b>Form</b>	Retroactive Date Amendatory Endorsement	Approved	Yes
<b>Form</b>	Scheduled Corporate Counsel Coverage Limitation Endorsement	Approved	Yes
<b>Form</b>	Scheduled Independent Contractors Endorsement	Approved	Yes
<b>Form</b>	Securities Claim Retention Endorsement	Approved	Yes
<b>Form</b>	Securities Claim Sublimit Amendatory Endorsement	Approved	Yes
<b>Form</b>	Specific Investigation/ Claim/ Litigation/ Event Exclusion Endorsement	Approved	Yes
<b>Form</b>	Specific Corporate Counsel Exclusion Endorsement	Approved	Yes
<b>Form</b>	Subsidiary Additions Provisions Amendatory Endorsement (By Corporate Counsel)	Approved	Yes
<b>Form</b>	Subsidiary Additions Provisions Amendatory Endorsement (By Revenue)	Approved	Yes
<b>Form</b>	Title Services Coverage Endorsement	Approved	Yes
<b>Form</b>	AR Amendatory Endorsement	Approved	Yes
<b>Form</b>	AR Cancellation/Nonrenewal Endorsement	Approved	Yes

SERFF Tracking Number: AGNY-125644541 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-EO-08

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Corporate Counsel Premier-165000174/40950010

Project Name/Number: Corporate Counsel Premier/AIC-08-EO-08

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Corporate Counsel Premier Declarations Page	96897	(12/07)	Declaration New s/Schedule		0.00	96897 (12-07) Corporate Counsel Premier Declarations Page.pdf
Approved	Corporate Counsel Premier Policy	96896	(02/08)	Policy/CoveNew rage Form		0.00	96896 (2-08) Corporate Counsel Premier Policy.pdf
Approved	Corporate Counsel Premier New Business Application	96922	(12/07)	Application/ New Binder/Enro llment		0.00	96922 (12-07) Corporate Counsel Premier Application.p df
Approved	Corporate Counsel Premier Renewal Application	96921	(12/07)	Application/ New Binder/Enro llment		0.00	96921 (12-07) Corporate Counsel Premier Renewal Application.p df
Approved	Absolute SEC Exclusion Endorsement	96774	(2/08)	Endorseme New nt/Amendm ent/Condi ti ons		0.00	96774 (2-08) Absolute SEC Exclusion

SERFF Tracking Number: AGNY-125644541 State: Arkansas

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Company Tracking Number: AIC-08-EO-08

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Corporate Counsel Premier-165000174/40950010

Project Name/Number: Corporate Counsel Premier/AIC-08-EO-08

						Endorsemen t.pdf
Approved	Additional Organization Endorsement	96775	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96775 (2-08) Additional Organization Endorsemen t.pdf
Approved	Application Provision Endorsement	97794	(4/08)	Endorseme New nt/Amendm ent/Condi tions	0.00	97794 (4-08) Application Provision Endorsemen t.pdf
Approved	Arbitration & Mediation Services Coverage Endorsement	96776	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96776 (12- 07) Arbitration & Mediation Services Coverage Endorsemen t.pdf
Approved	Bad Faith Exclusion Endorsement	96777	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96777 (12- 07) Bad Faith Exclusion Endorsemen t.pdf
Approved	Claims Adjuster, Title Abstractor And Collection Agent Exclusion Endorsement	96780	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96780 (12- 07) Claim Adjuster Title Abstractor and Collection Agent Exclusion Endorsemen t.pdf

<i>SERFF Tracking Number:</i>	<i>AGNY-125644541</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>AIC-08-EO-08</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>Corporate Counsel Premier-165000174/40950010</i>		
<i>Project Name/Number:</i>	<i>Corporate Counsel Premier/AIC-08-EO-08</i>		

  

Approved	Conduct Exclusion Amendatory Endorsement (Final Adjudication)	97796	(4/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	97796 (4-08) Conduct Exclusion Amendatory Endorsemen t (Final Adjudication) .pdf
Approved	Conduct Exclusion Amendatory Endorsement (Final Adjudication/Dete rmination)	97795	(4/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	97795 (4-08) Conduct Exclusion Amendatory Endorsemen t (Final Adjudication Determinatio n).pdf
Approved	Deletion of Endorsement	96783	(12/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	96783 (12- 07) Deletion of Endorsemen t.pdf
Approved	Extended Reporting Period Elected Endorsement (Transactions)	96781	(12/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	96781 (12- 07) Extended Reporting Period Elected Endorsemen t (Transaction s).pdf
Approved	Extended Reporting Period Elected Endorsement	96782	(12/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	96782 (12- 07) Extended Reporting

SERFF Tracking Number: AGNY-125644541 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-EO-08

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Corporate Counsel Premier-165000174/40950010

Project Name/Number: Corporate Counsel Premier/AIC-08-EO-08

Approval	Description	Policy Number	Effective Date	Action	Amount	Attachment
Approved	First Inception Date Amendatory Endorsement	96784	(12/07)	Endorsement New/Amendment/Conditions	0.00	Elected Endorsement.pdf 96784 (12-07) First Inception Date Amendatory Endorsement.pdf
Approved	Full Prior Acts Amendatory Endorsement	97785	(4/08)	Endorsement New/Amendment/Conditions	0.00	97785 (4-08) Full Prior Acts Amendatory Endorsement.pdf
Approved	"Insured Person" Definition Amendatory Endorsement (Removes Independent Contractors)	97790	(4/08)	Endorsement New/Amendment/Conditions	0.00	97790 (4-08) Insured Person Definition Amendatory Endorsement (Removes Independent Contractor).pdf
Approved	Insured v. Insured Amendatory Endorsement (Bankruptcy Carveback)	97791	(4/08)	Endorsement New/Amendment/Conditions	0.00	97791 (4-08) Insured vs. Insured Exclusion Amendatory Endorsement (Bankruptcy Carveback).pdf

<i>SERFF Tracking Number:</i>	<i>AGNY-125644541</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Union Fire Insurance Company of Pittsburgh, Pa.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AIC-08-EO-08</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>Corporate Counsel Premier-165000174/40950010</i>		
<i>Project Name/Number:</i>	<i>Corporate Counsel Premier/AIC-08-EO-08</i>		

  

Approved	Intellectual Property Exclusion Endorsement	96785	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96785 (12- 07) Intellectual Property Exclusion Endorsemen t.pdf
Approved	Investment Advisor Exclusion Endorsement	96786	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96786 (12- 07) Investment Advisor Exclusion Endorsemen t.pdf
Approved	"Legal Services" Definition Amendatory Endorsement	97797	(4/08)	Endorseme New nt/Amendm ent/Condi tions	0.00	97797 (4-08) Legal Services Definition Amendatory Endorsemen t.pdf
Approved	Limited Moonlighting Exclusion Endorsement	96787	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96787 (12- 07) Limited Moonlighting Exclusion Endorsemen t.pdf
Approved	Listed Subsidiaries Endorsement	96788	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96788 (12- 07) - Listed Subsidiaries Endorsemen t.pdf
Approved	Medical Malpractice Exclusion Endorsement	96789	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96789 (12- 07) Medical Malpractice Exclusion

SERFF Tracking Number: AGNY-125644541 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-EO-08

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Corporate Counsel Premier-165000174/40950010

Project Name/Number: Corporate Counsel Premier/AIC-08-EO-08

						Endorsemen t.pdf
Approved	Modified SEC Exclusion Endorsement	96790	(2/08)	Endorseme New nt/Amendm ent/Condi tions	0.00	96790 (02- 08) Modified SEC Exclusion Endorsemen t.pdf
Approved	Moonlighting And Pro Bono Exclusion Endorsement	96791	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96791 (12- 07) Moonlighting and Pro Bono Exclusion Endorsemen t.pdf
Approved	Moonlighting And Pro Bono Sub- Limit of Liability Endorsement	96792	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96792 (12- 07) Moonlighting and Pro Bono Sublimit Endorsemen t.pdf
Approved	"Moonlighting" Only Endorsement	96793	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96793 (12- 07) Moonlighting Only Endorsemen t.pdf
Approved	Named Organization Amendatory Endorsement	96794	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96794 (12- 07) Named Organization Amendatory Endorsemen t.pdf

SERFF Tracking Number: AGNY-125644541 State: Arkansas

Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50

Company Tracking Number: AIC-08-EO-08

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Corporate Counsel Premier-165000174/40950010

Project Name/Number: Corporate Counsel Premier/AIC-08-EO-08

Approved	Pending And Prior Litigation Exclusion (Excess Limits) Endorsement	96795	(12/07)	Endorsement New nt/Amendment/Conditions	0.00	96795 (12-07) Pending and Prior Litigation Exclusion (Excess Limits) Endorsement.t.pdf
Approved	Policy Period Extension Endorsement	96796	(12/07)	Endorsement New nt/Amendment/Conditions	0.00	96796 (12-07) Policy Period Extension Endorsement.t.pdf
Approved	Policy Period Amendatory Endorsement	96797	(12/07)	Endorsement New nt/Amendment/Conditions	0.00	96797 (12-07) Policy Period Amendatory Endorsement.t.pdf
Approved	Prior Acts Exclusion (Excess Limits) Endorsement	96798	(12/07)	Endorsement New nt/Amendment/Conditions	0.00	96798 (12-07) Prior Acts Exclusion (Excess Limits) Endorsement.t.pdf
Approved	"Pro Bono" and "Moonlighting" Only Endorsement	96799	(12/07)	Endorsement New nt/Amendment/Conditions	0.00	96799 (12-07) Pro Bono and Moonlighting Only Endorsement.t.pdf



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Company Tracking Number: AIC-08-EO-08

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Corporate Counsel Premier-165000174/40950010

Project Name/Number: Corporate Counsel Premier/AIC-08-EO-08

Approved	"Pro Bono" Only Endorsement	96800	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96800 (12- 07) Pro Bono Only Endorsemen t.pdf
Approved	Public Offering Exclusion Endorsement	96802	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96802 (12- 07) Public Offering Exclusion Endorsemen t.pdf
Approved	Public Offering Exclusion Endorsement (With Debt Carveout)	96801	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96801 (12- 07) Public Offering Exclusion Endorsemen t (debt carveout).pdf
Approved	Punitive Damages Exclusion Endorsement	96803	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96803 (12- 07) Punitive Damages Exclusion Endorsemen t.pdf
Approved	Retention Amendatory Endorsement	96804	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96804 (12- 07) Retention Amendatory Endorsemen t.pdf
Approved	Retroactive Date Amendatory Endorsement	96805	(12/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	96805 (12- 07) Retroactive Date Amendatory Endorsemen

SERFF Tracking Number: AGNY-125644541 State: Arkansas

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TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Corporate Counsel Premier-165000174/40950010

Project Name/Number: Corporate Counsel Premier/AIC-08-EO-08

Approved	Scheduled Corporate Counsel Coverage Limitation Endorsement	96806	(12/07)	Endorsement New nt/Amendment/Conditions	0.00	t.pdf 96806 (12-07) Scheduled Corporate Counsel Coverage Limitation Endorsement
Approved	Scheduled Independent Contractors Endorsement	96807	(12/07)	Endorsement New nt/Amendment/Conditions	0.00	t.pdf 96807 (12-07) Scheduled Independent Contractors Endorsement
Approved	Securities Claim Retention Endorsement	96808	(12/07)	Endorsement New nt/Amendment/Conditions	0.00	t.pdf 96808 (12-07) Securities Claim Retention Endorsement
Approved	Securities Claim Sublimit Amendatory Endorsement	96809	(12/07)	Endorsement New nt/Amendment/Conditions	0.00	t.pdf 96809 (12-07) Securities Claim Sublimit Amendatory Endorsement
Approved	Specific Investigation/ Claim/ Litigation/ Event Exclusion	96810	(12/07)	Endorsement New nt/Amendment/Conditions	0.00	t.pdf 96810 (12-07) Specific Investigation Claim

SERFF Tracking Number: AGNY-125644541 State: Arkansas

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TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Product Name: Corporate Counsel Premier-165000174/40950010

Project Name/Number: Corporate Counsel Premier/AIC-08-EO-08

Endorsement						Litigation Event Exclusion Endorsement.pdf
Approved	Specific Corporate Counsel Exclusion Endorsement	96811	(12/07)	Endorsement New nt/Amendment/Conditions	0.00	96811 (12-07) Specific Corporate Counsel Exclusion Endorsement.pdf
Approved	Subsidiary Additions Provisions Amendatory Endorsement (By Corporate Counsel)	97792	(4/08)	Endorsement New nt/Amendment/Conditions	0.00	97792 (4-08) Subsidiary Additions Provision Amendatory Endorsement (By Corporate Counsel).pdf
Approved	Subsidiary Additions Provisions Amendatory Endorsement (By Revenue)	97793	(4/08)	Endorsement New nt/Amendment/Conditions	0.00	97793 (4-08) Subsidiary Additions Provision Amendatory Endorsement (By Revenue).pdf
Approved	Title Services Coverage Endorsement	96773	(12/07)	Endorsement New nt/Amendment/Conditions	0.00	96773 (12-07) Title Services Coverage Endorsement.pdf

<i>SERFF Tracking Number:</i>	<i>AGNY-125644541</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Union Fire Insurance Company of Pittsburgh, Pa.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AIC-08-EO-08</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>Corporate Counsel Premier-165000174/40950010</i>		
<i>Project Name/Number:</i>	<i>Corporate Counsel Premier/AIC-08-EO-08</i>		

  

Approved	AR Amendatory Endorsement	97758	(3/08)	Endorseme New nt/Amendm ent/Condi tions	97758 (3-08) Arkansas Amendatory Endorsemen t.pdf
Approved	AR Cancellation/Nonr enewal Endorsement	83675	(11/03)	Canc/NonR New en Notice	AR- 83675.pdf





# AIG EXECUTIVE LIABILITY<sup>SM</sup>

Insurance provided by the following member of American International Group, Inc.

☐ National Union Fire Insurance Company of Pittsburgh, Pa.

☐ Illinois National Insurance Co.

(each of the above being a capital stock company)

## CORPORATE COUNSEL PREMIER<sup>®</sup>

PROFESSIONAL LIABILITY INSURANCE FOR CORPORATE COUNSEL

**NOTICE: THIS IS A CLAIMS MADE POLICY. COVERAGE IS LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED PERSONS DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER AS REQUIRED.**

**THE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.**

**PLEASE READ THIS POLICY CAREFULLY AND REVIEW IT WITH YOUR INSURANCE AGENT OR BROKER.**

Terms appearing in **bold** type have special meanings. See Clause 2. of this policy for more information.

REPLACEMENT OF POLICY:

POLICY NUMBER:

## DECLARATIONS

ITEMS	
1	<b>NAMED ORGANIZATION:</b>
1(a)	MAILING ADDRESS:
1(b)	STATE OF INCORPORATION/FORMATION:
1(c)	<b>Subsidiary Coverage:</b> <input type="checkbox"/> none, <input type="checkbox"/> only those listed by endorsement, or <input type="checkbox"/> blanket
2	<b>POLICY PERIOD:</b> From: To: 12:01 A.M. at the address stated in Item 1(a)
3	<b>LIMITS OF LIABILITY</b>
3(a)	<b>AGGREGATE:</b> Aggregate for all coverages combined (including <b>defense costs</b> ): \$
3(b)	<b>PER CLAIM:</b> For each <b>claim</b> arising out of the same <b>wrongful acts</b> or <b>related wrongful acts</b> thereto: \$
4	<b>RETENTION</b>
4(a)	<b>NON-INDEMNIFIABLE LOSS:</b> \$ <b>None</b>
4(b)	<b>ALL OTHER DAMAGES</b> and <b>DEFENSE COSTS:</b> \$
5	<b>RETROACTIVE DATE:</b> Policy Inception
6	<b>FIRST INCEPTION DATE:</b> Policy Inception
7	<b>PREMIUM:</b> \$
8	<b>NOTICE OF CLAIMS AND CIRCUMSTANCES</b>

**Send to:**

**AIG Domestic Claims, Inc.**  
175 Water Street  
New York, New York 10038  
Attention: "C-Claims, E&O Claims"

**Reference:** [Insert Policy Number here]

9

**NAME AND ADDRESS OF INSURER:**

PRODUCER:

PRODUCER LICENSE NO.:

ADDRESS:

**IN WITNESS WHEREOF**, the **insurer** has caused this policy to be signed on the Declarations by its President, a Secretary and its duly authorized representative or countersigned in states where applicable.

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
COUNTERSIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTERSIGNED AT

# CORPORATE COUNSEL PREMIER<sup>®</sup>

## PROFESSIONAL LIABILITY INSURANCE FOR CORPORATE COUNSELS

In consideration of the payment of the premium, and in reliance upon the **application** and the statements therein, which form a part of this policy, **we** agree as follows:

### 1. INSURING AGREEMENTS

Solely with respect to **claims** for **wrongful acts** first made against an **insured person** during the **policy period** or any **extended reporting period**, if applicable, and reported to **us** pursuant to the terms of this policy, and subject to the other terms, conditions and limitations of this policy, this policy affords the following coverage:

#### COVERAGE A: CORPORATE COUNSEL PROFESSIONAL LIABILITY

**We** shall pay amounts, in excess of the applicable Retention, an **insured person** is legally obligated to pay as **damages**, except when and to the extent that an **organization** has indemnified the **insured person** for **damages**.

#### COVERAGE B: ORGANIZATION INDEMNIFICATION OF INSURED PERSONS

**We** shall pay amounts, in excess of the applicable Retention, an **organization** is legally obligated to pay as **damages**, but only to the extent that an **organization** has indemnified an **insured person** for **damages**.

#### COVERAGE C: DEFENSE OF INSURED PERSONS

- (a) **Our Duty To Defend:** **We** have the right and duty to defend a **claim** brought against an **insured person** alleging **wrongful acts**, even if the **claim** is groundless, false or fraudulent. **We** shall pay for **defense costs** incurred in the defense of a **claim** for **wrongful acts**. **We** shall have no duty to defend a **claim** insured by **directors and officers coverage** or a **securities claim**.
- (b) **Defense costs:** **We** shall indemnify for **defense costs** incurred in: (1) any **securities claim**; or (2) in any **claim** where the coverage afforded by this policy is excess of **directors and officers coverage**, provided that such **defense costs** are incurred with **our** prior written consent.
- (c) **When Our Duty Ends:** **Our** duty to defend and any obligation to indemnify an **insured person** shall end if the **insured person** or, if applicable, an **organization**, fails or refuses to consent to a settlement that **we** recommend and the claimant will accept. The **insured person** must then defend the **claim** at their own expense. As a consequence of such failure or refusal to consent, **our** liability for **damages** and **defense costs** shall not exceed the amount for which **we** could have settled such **claim** had the **insured person** or, if applicable, an **organization**, consented, plus **defense costs** incurred prior the time **we** made such recommendation, plus seventy percent (70%) of **defense costs** incurred with **our** consent after the date of **your** refusal.

Provided, however, this Sub-paragraph (c) shall not apply to the settlement of the following proceedings that are brought in connection with a **securities claim** when such settlement would require an **insured person** to enter into a plea of guilty:

- (1) criminal proceeding commenced by return of indictment, return of information, notice of charges or similar document;
- (2) a civil, administrative or regulatory investigation of an **insured person** by the Securities and Exchange Commission (SEC), Department of Justice or a similar state or foreign government authority, commenced by the service of a subpoena on such **insured person**.



## 2. DEFINITIONS

- (a) **“Administrative proceeding claim”** means a judicial, administrative, bar association or other proceeding against a **corporate counsel**, which is concerning either:
- (1) the eligibility or license of such **corporate counsel** to practice law; or
  - (2) compliance with the Sarbanes-Oxley Act of 2002 and any rule or regulations promulgated thereunder or pursuant thereto.
- (b) **“Application”** means as of the inception of the **policy period**:
- (1) each and every signed application, any attachments to such applications, any separate written warranty or representation, or other materials submitted therewith or incorporated therein and any other documents submitted in connection with the underwriting of this policy or the underwriting of any other directors and officers (or equivalent) liability policy issued by the **insurer** or any of its affiliates of which this policy is a renewal, replacement or which it succeeds in time (other than public filings by or on behalf of an **organization** made with the SEC; and
  - (2) each and every public filing by or on behalf of an **organization** made with the SEC including, but not limited to, the **organization’s** Annual Report(s), 10Ks, 10Qs, 8Ks and proxy statements, any financial information in such filings, and any certifications relating to the accuracy of the foregoing, provided that such public filing was filed during the period of time:
    - (i) beginning at the start of the twelve (12) month period immediately preceding the first submission to the **insurer** in connection with the underwriting of this policy; and
    - (ii) ending at the inception of the **policy period**.
- (c) **“Bodily injury”** means physical injury, sickness, disease, pain or death, and, if arising out of the foregoing, mental anguish, mental injury, shock, humiliation or emotional distress.
- (d) **“Claim”** means:
- (1) a written demand for monetary, non-monetary or injunctive relief;
  - (2) a written request to toll or waive a statute of limitations relating to a potential **claim** against an **insured person**;
  - (3) a **suit**;
  - (4) an **administrative proceeding claim**; or
  - (5) a **securities claim**.
- (e) **“Corporate counsel”** means any attorney at law admitted to the bar in or otherwise licensed to practice law in any of the United States of America or its territories, Canada or any other foreign jurisdiction, but solely while an **employee** of an **organization**.
- Notwithstanding the foregoing, **corporate counsel** shall not mean a **secondment attorney**.
- (f) **“Damages”** means any amount that an **insured person** shall be legally required to pay because of judgments, arbitration awards or settlements negotiated by **us** or by an **insured person** in accordance with Coverage C.
- “Damages”** also means with respect to a covered judgment:
- (1) pre-judgment interest;
  - (2) post-judgment interest that accrues after entry of judgment and before **we** have paid, offered to pay or deposited in court that covered part of the judgment within the applicable Limit of Liability; and

(3) subject to this policy's other terms, conditions, exclusions and other limitations, including but not limited to exclusions relating to profit or advantage, fraud or criminal acts:

- (i) punitive;
- (ii) exemplary; and
- (iii) multiple damages.

The enforceability of this Sub-paragraph (3) of this definition shall be governed by the applicable law that most favors coverage for such punitive, exemplary and multiple damages.

Provided, however, **damages** shall not mean, and this policy shall not cover:

- (1) civil or criminal fines or penalties;
  - (2) taxes;
  - (3) any amounts for which an **insured person** is not financially liable or which are without legal recourse to an **insured person**;
  - (4) the costs and expenses of complying with any injunctive or other form of non-monetary relief; and
  - (5) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.
- (g) **"Defense costs"** means all reasonable and necessary fees charged by attorneys designated pursuant to the terms of this policy and all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim** if incurred by **us**, or by an **insured person** with **our** prior written consent, including the costs of appeal, attachment or similar bonds arising out of a covered judgment. **We** have no obligation to provide such bonds. **"Defense costs"** shall not include:
- (1) compensation, fees, overhead or benefit expenses associated with an **insured person** or an **executive or employee** of any **organization**; or
  - (2) fees, costs or expenses incurred prior to the time that a **claim** is first made against an **insured person**.
- (h) **"Directors and officers coverage"** means any valid and collectible Directors and Officers liability insurance coverage available to an **insured person** (or any excess coverage thereto), including, but not limited to, such coverage as provided under any policy or self insurance program for managerial liability, directors and officers liability, general partner liability, employment practices liability, catastrophe coverage or similar insurance ("D & O Coverage").
- (i) **"Domestic partner"** means any natural person legally recognized as a domestic or civil union partner under: (i) the provisions of any applicable federal, state or local law; or (ii) the provisions of any formal program established by an **organization**.
- (j) **"Employee"** means any past, present or future employee, including any part-time, seasonal and temporary employee of an **organization**.
- (k) **"Executive"** means any:
- (1) past, present or future duly elected or appointed director, officer, partner, trustee or governor of an **organization**, management committee member of a joint venture or member of the management board of a limited liability company (or equivalent position) of an **organization**;
  - (2) past, present or future General Counsel or Risk Manager (or equivalent position) of the **named organization**; or
  - (3) past, present or future person in a duly elected or appointed position in an entity organized and operated in a foreign jurisdiction that is equivalent to an executive position listed in Sub-paragraph

(1) of this definition.

- (l) **"First inception date"** means the date set forth as such in Item 6 of the Declarations.
- (m) **"Foreign Jurisdiction"** means any jurisdiction, other than the United States of America or any of its territories or possessions.
- (n) **"Indemnifiable loss"** means **damages** and **defense costs** for which an **organization** has indemnified or is permitted or required to indemnify an **insured person** pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of an **organization**, including the advancement of **defense costs**.

For the purposes of determining whether **damages** and **defense costs** constitute **indemnifiable loss**, unless an **organization** is unable to do so due to **insolvency**, an **organization** shall be conclusively deemed to have indemnified the **insured persons** to the maximum extent that an **organization** is permitted or required to provide such indemnification pursuant to law, common or statutory, or contract, or by the charter or by-laws of an **organization**, which are hereby deemed to incorporate the broadest provisions of the law which determines or defines such rights of indemnity.

- (o) **"Insolvency"** means the: (i) appointment by any state or federal official, agency or court of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate an **organization**; (ii) an **organization** becoming a debtor-in-possession pursuant to the United States of America bankruptcy law; or (iii) a bankruptcy petition is filed by or against an **organization**, and as to (i), (ii) or (iii), the equivalent status outside the United States of America.
- (p) **"Insured person"** means any:
  - (1) **corporate counsel**;
  - (2) **employee** of an **organization** who supports a **corporate counsel** in the performance of **legal services**;
  - (3) licensed attorney provided by an employment contractor or agency under a written agreement between an **organization** and the employment contractor or agency to perform **legal services** for or on behalf of an **organization**; and
  - (4) any independent contractor that is an attorney at law admitted to the bar in or otherwise licensed to the practice of law in any of the United States of America or its territories, Canada or any other foreign jurisdiction, who, pursuant to a written agreement with an **organization**, has been retained to provide **legal services** for or on behalf of an **organization**.

Notwithstanding the foregoing, **corporate counsel** shall not mean a **secondment attorney**.

- (q) **"Legal services"** means any professional legal services that are rendered by:
  - (1) a **corporate counsel**, but solely in his or her capacity as an **employee** of an **organization**;
  - (2) a **corporate counsel**, but solely while a full time, permanent **employee** of an **organization** (including **moonlighting services** and *pro bono* services); and
  - (3) any **insured person**, but solely while acting under the supervision of and at the direction of a **corporate counsel**.

**Legal services** shall also include notarizing, certifying or acknowledging any signature rendered by (1) through (3) above.

- (r) **"Management control"** means: (1) owning interests representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of: the Board of Directors of a corporation, the management committee members of a joint venture or partnership, or the members of the management board of a limited liability company; or (2) having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an

**organization**, to elect, appoint or designate a majority of: the Board of Directors of a corporation, the management committee of a joint venture or partnership or the management board of a limited liability company.

- (s) **"Moonlighting services"** means professional legal services, including, but not limited to, notarizing, certifying or acknowledging any signature, that are rendered by a **corporate counsel** outside the scope of their employment with an **organization**; provided that **moonlighting services** shall not include such services performed by a **corporate counsel** in their capacity as owner, principal, partner or employee of an entity that is not an **organization**.
- (t) **"Named organization"** means the entity named as such in Item 1 of the Declarations.
- (u) **"Non-indemnifiable loss"** means **damages** and **defense costs** for which an **organization** has not indemnified an **insured person** either because of **insolvency** or because such **organization** is not permitted or required to indemnify the **insured person** pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of an **organization**.
- (v) **"Organization"** means the **named organization** and any **subsidiaries**.
- (w) **"Personal injury peril"** means any:
  - (1) false arrest, detention or imprisonment;
  - (2) malicious prosecution;
  - (3) libel or slander or other defamatory or disparaging materials;
  - (4) publication or an utterance in violation of an individual's right to privacy;
  - (5) wrongful entry or eviction, or other invasion of the right to private occupancy; and
  - (6) if arising out of (1) through (5) above, mental anguish, mental injury, shock, humiliation or emotional distress
- (x) **"Policy period"** means the period set forth as such in Item 2 of the Declarations.
- (y) **"Pollutants"** means, but is not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumers, acid, alkalis, chemicals and **waste**. **"Waste"** includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.
- (z) **"Related wrongful act(s)"** means **wrongful act(s)** which are the same, related or continuous, or **wrongful act(s)** which arise from a common nucleus of facts, regardless of whether a **claim** alleging such **related wrongful act(s)** involve the same or different claimants, **insureds** or legal causes of action. All **related wrongful acts** shall be considered made at the time the first such **wrongful act** occurred.
- (aa) **"Retroactive date"** means the date set forth as such in Item 5 of the Declarations.
- (bb) **"Secondment attorney"** means a non-**employee** attorney employed by an outside law firm and temporarily assigned by agreement between such law firm and an **organization** to perform **legal services** at the direction of an **organization**.
- (cc) **"Securities claim"** means a **claim** made against an **insured person** arising from **legal services** after the **first inception date**:
  - (1) alleging a violation of any federal, state, local or foreign regulation, rule or statute regulating securities (including, but not limited to, the purchase or sale or offer or solicitation of an offer to purchase or sell securities) which is:
    - (i) brought by any person or entity alleging, arising out of, based upon or attributable to the purchase or sale or offer or solicitation of an offer to purchase or sell any securities of an

**organization**; or

(ii) brought by a security holder, purchaser or seller of securities of an **organization** with respect to such security holder's, purchaser's or seller's interest in securities of such **organization**; or

(2) brought derivatively on behalf of an **organization** by a security holder of such **organization**.

**"Securities claim"** also means the following in connection with (1) or (2) above:

(1) a criminal proceeding which is commenced by indictment, information, notice of charges or similar document; or

(2) a civil, administrative or regulatory investigation of an **insured person** by the Securities and Exchange Commission, Department of Justice or a similar state or foreign government authority, commenced by the service of a subpoena upon such **insured person**.

(dd) **"Subsidiary"** means:

(1) if "Blanket" has been checked in Item 1(c) of the Declarations, (i) any for-profit entity of which the **named organization** has **management control** ("**controlled entity**") on or before the inception of the **policy period** either directly or indirectly through one or more other **controlled entities**; and (ii) any not-for-profit entity under section 501(c)(3) of the Internal Revenue Code of 1986 (as amended) sponsored exclusively by an **organization**; or

(2) if "Blanket" has not been checked, then only those entities listed as such by endorsement to this policy.

(ee) **"Suit"** means:

(1) a civil proceeding for monetary, non-monetary or injunctive relief that is commenced by service of a complaint or similar pleading; or

(2) a binding arbitration proceeding in which **damages** are alleged and to which an **insured** must submit or does submit with **our** prior consent.

(ff) **"Transaction"** means the occurrence of any of the following events:

(1) the **named organization** shall consolidate with, merge into, or sell all or substantially all of its assets to any person or entity or group of persons or entities acting in concert;

(2) any person or entity or group of persons or entities acting in concert shall acquire **management control** of the **named organization**; or

(3) the **directors and officers coverage** shall be cancelled or nonrenewed and such cancellation or non-renewal results in a lapse of coverage.

(gg) **"We," "us," "insurer" or "our"** mean the insurer named in Item 9 of the Declarations.

(hh) **"Wrongful act"** means any actual or alleged:

(1) negligent act, error, omission, breach of duty, misstatement or misleading statement; or

(2) **personal injury peril**

committed or omitted by an **insured person** in the performance of **legal services**.

### 3. SPOUSAL AND LEGAL REPRESENTATIVE EXTENSION

Subject otherwise to the terms hereof, this policy shall cover **damages** or **defense costs** arising from any **claim** made against (i) the estates, heirs, or legal representatives of a deceased **insured person**, the legal representatives of such **insured person** in the event of incompetency, insolvency or bankruptcy, who was an **insured person** at the time the **wrongful acts** upon which such **claims** are based were committed or omitted; or (ii) the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) or **domestic partner** of an **insured person** for all



**claims** arising solely out of his or her status as the spouse or **domestic partner** of an **insured person**, including a **claim** that seeks damages recoverable from marital community property, property jointly held by the **insured person** and the spouse or **domestic partner** or property transferred from the **insured person** to the spouse or **domestic partner**; provided, however, that this extension shall not afford coverage for any **claim** for any actual or alleged **wrongful act** of the spouse or **domestic partner**, but shall apply only to **claims** arising out of any actual or alleged **wrongful acts** of an **insured person**, subject to the policy's terms, conditions and exclusions.

#### 4. EXCLUSIONS

This policy does not cover any **claim**:

(a) alleging, arising out of or resulting from, directly or indirectly, any:

- (1) with respect to all **claims** other than **securities claims**, any: (i) dishonest, fraudulent, criminal or malicious act (other than malicious prosecution) or omission; (ii) intentional or knowing violation of the law; (iii) profit, remuneration or pecuniary advantage to which an **insured person** was not legally entitled; or (iv) commingling, misappropriation, or improper use of funds; however, **we** will defend a **claim** (other than a **securities claim**) against an **insured person** alleging any of the foregoing conduct until there is a final judgment against, final adjudication against, adverse finding of fact against in a binding arbitration proceeding or plea of guilty or no contest by an **insured person** as to such conduct, at which time the **insured person** shall reimburse **us** for **defense costs**; or
- (2) with respect to **securities claims**, any: (i) deliberate criminal or deliberate fraudulent act; or (ii) profit, remuneration or pecuniary advantage to which an **insured person** was not legally entitled; provided, however, **we** will defend a **securities claim** against an **insured person** alleging any of the foregoing conduct until there is a final judgment against, final adjudication against, adverse finding of fact against or plea of guilty or no contest by an **insured person** as to such conduct, at which time the **insured person** shall reimburse **us** for **defense costs**;

for the purpose of determining the applicability of this exclusion: (i) the facts pertaining to and knowledge possessed by any **insured person** shall not be imputed to any other **insured person**; and (ii) only facts pertaining to and knowledge possessed by any past, present or future Chairman of the Board, President, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer or General Counsel (or equivalent positions) of an **organization** shall be imputed to an **organization**.

- (b) alleging, arising out of or resulting from, directly or indirectly the employment of any individual or any employment practice (including but not limited to wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim); provided, this exclusion shall not apply to the **legal services** provided by an **insured person** in connection with the employment of any individual or any employment practice, whether such **legal services** are provided to a third party or to the **organization**;
- (c) alleging, arising out of or resulting from, directly or indirectly, any **wrongful act** committed or omitted before the **retroactive date** or any **related wrongful act** thereto;
- (d) alleging, arising out of or resulting from, directly or indirectly, any **related wrongful acts** alleged or contained in any **claim** which has been reported, or in any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time, whether or not such policy affords coverage for such **related wrongful acts**;
- (e) alleging, arising out of or resulting from, directly or indirectly, any **claim**, arbitration, mediation, litigation, administrative proceeding (including disciplinary and licensing), bankruptcy or regulatory proceeding or investigation, pending as of or commenced prior to the **first inception date**, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior **claim**, arbitration, mediation, litigation or administrative, bankruptcy or regulatory proceeding or investigation;

- (f) alleging, arising out of or resulting from, directly or indirectly, any **bodily injury** or damage to, loss of use, or destruction of any tangible property;
- (g) that is brought directly or indirectly, by or on behalf of the **organization**; provided, however, this exclusion shall not apply to **defense costs** incurred in connection with such **claims**;
- (h) that is brought by a security holder or member of an **organization**, whether directly or derivatively, unless such security holder or member **claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of an **insured person**, an **organization** or any **executive** of an **organization**; provided, however, this exclusion shall not apply to:
  - (1) any **claim** brought by any past **executive** of an **organization** who has not served as a duly elected or appointed director, officer, trustee, governor, management committee member, member of the management board, General Counsel or Risk Manager (or equivalent position) of or consultant for an **organization** for at least four (4) years prior to such **claim** being first made against any person; or
  - (2) any **claim** brought by an **executive** of an **organization** formed and operating in a **foreign jurisdiction** against such **organization** or any **executive** thereof, provided that such **claim** is brought and maintained outside the United States of America, Canada or any other common law country (including any territories thereof);
- (i) for violation(s) of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974; provided, however, this exclusion shall not apply to **claims** arising out of a **corporate counsel** providing **legal services** to an ERISA fiduciary;
- (j) for violation(s) of any of the responsibilities, obligations or duties imposed by the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar federal, state, local or foreign statutory law or common law;

It is acknowledged that **claims** for violation(s) of any of the responsibilities, obligations or duties imposed by "similar federal, state, local or foreign statutory law or common law," as such quoted language is used in the immediately-preceding paragraph, include, without limitation any and all **claims** which in whole or in part allege, arise out of, are based upon, are attributable to, or are in any way related to any of the circumstances described in any of the following:

- (1) the refusal, failure or inability of any **insured(s)** to pay wages or overtime pay (or amounts representing such wages or overtime pay) for services rendered or time spent in connection with work related activities (as opposed to tort-based back pay or front pay damages for torts other than conversion);
- (2) improper deductions from pay taken by any **insured(s)** from any **employee(s)** or purported **employee(s)**; or
- (3) failure to provide or enforce legally required meal or rest break periods;
- (k) alleging, arising out of or resulting from, directly or indirectly, any (i) presence of **pollutants**, (ii) the actual or threatened discharge, dispersal, release or escape of **pollutants**, or (iii) direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or in any way respond to or assess the effects of **pollutants**; provided, however, this exclusion shall not apply to **claims** alleging any of the foregoing where the underlying **legal services** performed by an **insured person** giving rise to such **claim** were not the direct immediate cause of the foregoing;
- (l) alleging, arising out of or resulting from, directly or indirectly, any misappropriation of a trade secret;
- (m) alleging, arising out of or resulting from any services performed by any contract, seasonal, part-time

or leased lawyer other than **legal services** provided for an **organization** at the direction of **corporate counsel**;

- (n) alleging, arising out of, based upon or attributable to, directly or indirectly, any **insured person** notarizing, certifying or acknowledging any signature not made in the presence of such **insured person** at the time of such notarization, certification or acknowledgment;
- (o) for the return or restitution of fees, expenses or costs, or other disbursement;
- (p) alleging that the price or consideration paid or proposed to be paid for the acquisition or completion of the acquisition of all or substantially all of the ownership interest in or assets of any entity is inadequate; provided, however, that this exclusion shall not apply to **defense costs** or to any **non-indemnifiable loss** in connection therewith; or
- (q) for compensation, salary, wages, fees, benefits, overhead, charges or expenses of any (i) **insured person**; (ii) **employee**; (iii) **executive** of an **organization**; or (iv) **organization**.

## 5. LIMIT OF LIABILITY (FOR ALL DAMAGES AND DEFENSE COSTS)

- (a) The aggregate Limit of Liability set forth in the Declarations is the most **we** will pay for **damages** and **defense costs** under this policy regardless of the number of persons, occurrences, **claims** or entities covered by this policy, or claimants or **claims** brought against any **insured person**.
- (b) **Our** total liability for all **damages** and **defense costs** arising from each **claim** made against an **insured person** and reported to **us** pursuant to the terms of this policy, alleging a **wrongful act**, or any **related wrongful acts** to such first **wrongful act**, shall not exceed the per **claim** Limit of Liability set forth in the Declarations. The per **claim** Limit of Liability is part of and not in addition to the aggregate Limit of Liability for all **claims** as stated in the Declarations.
- (c) The Limit of Liability for any **extended reporting period** shall be part of and not in addition to the Limit of Liability for the **policy period**.
- (d) Each and every **claim** that is deemed made during the **policy period**, or an **extended reporting period** pursuant to Paragraph 7(b)(2), shall also be subject to the Limit of Liability for the **policy period**.
- (e) **Damages** and **defense costs** arising out of the same **wrongful act** or **related wrongful acts** thereto shall be deemed to arise from the first such **wrongful act**.

## 6. RETENTION

- (a) The **insurer** shall only be liable for the amount of **damages** and **defense costs** arising from each **claim** that exceeds the applicable Retention amount stated in Items 4(a) and 4(b) of the Declarations. The Retention amounts must be borne by an **insured person** or an **organization** and remain uninsured. The Retention amount stated in:
  - (1) Item 4(a) applies to **non-indemnifiable loss**; and
  - (2) Item 4(b) applies to all other **damages** and **defense costs**.
- (b) In the event a **claim** triggers more than one Retention amount, the highest applicable Retention amount shall be deemed the Retention amount applicable to the **claim**. A single Retention amount shall apply to all **damages** and **defense costs** arising from all **claims** alleging the same **wrongful act**, or any **related wrongful acts** to such first **wrongful act**. In **our** sole and absolute discretion, **we** may advance all or part of the applicable Retention amount in which case the **insured person** and an **organization** agree to repay **us** immediately after **we** notify the **insured person** and an **organization** of that payment.
- (c) Notwithstanding anything in the policy to the contrary, there shall be no Retention for **securities claims** that, pursuant to Clause 15. **OTHER INSURANCE**, this policy applies only as excess.

## 7. NOTICE AND AUTHORITY



- (a) With respect to **claims** or circumstances, notice and all other information and documentation required to be provided under this policy shall be directed to **us** at the address indicated in Item 8 of the Declarations. To be effective, such notice must reference this policy. If mailed, the date of mailing shall constitute the date that such notice or information was given and proof of mailing shall be sufficient proof of notice.
- (b) For all coverage under this policy:
- (1) before coverage will apply, notice in writing of a **claim** made against an **insured person** must be given to **us** as soon as practicable after notice of such **claim** is reported to either the **insured person** against whom such **claim** is made or **your** offices of the General Counsel or Risk Manager, but in all events no later than:
    - (i) the end of the **policy period** or any applicable **extended reporting period**; or
    - (ii) sixty (60) days after the end of the policy period, but only if such **claim** is made within the final sixty (60) days of the **policy period** and reported no later than sixty (60) days after the **claim** was first made;
  - (2) if notice pursuant to Sub-paragraph 7(b)(1) above has been given to **us**, then any **claim** which is subsequently made against an **insured person** and reported to **us** alleging, arising out of, based upon or attributable to the facts alleged in the **claim** for which such notice has been given, or alleging any **related wrongful act** shall be considered related to the first **claim** and made at the time such notice was given; and
  - (3) if during the **policy period** or during an applicable **extended reporting period** an **insured person** shall become aware of any circumstances which may reasonably be expected to give rise to a **claim** being made against an **insured person** for a **wrongful act** that occurs prior to the end of the **policy period**, and, during the **policy period** or any applicable **extended reporting period** written notice is given to **us** of (i) such circumstances, (ii) the **wrongful act** allegations that are anticipated, and (iii) the reasons for anticipating such a **claim**, with full particulars as to dates, persons and entities involved, then any **claim** that is subsequently made against an **insured person** arising out of such **wrongful act**, or the same **wrongful act** or **related wrongful acts** thereto, shall be treated as a **claim** made against such **insured person** and reported to **us** at the time such notice of such circumstances was given.

## 8. WHAT YOU MUST DO IN THE EVENT OF A CLAIM

- (a) In addition to providing notice as required in this policy, each and every **insured person** and **organization** must also:
- (1) send **us** copies of all demands, suit papers, other legal documents and invoices for **defense costs** received by such **insured person**, as soon as practicable;
  - (2) immediately record the specifics of any **claim** and the date such **insured person** first received such **claim**;
  - (3) upon **our** request, furnish to **us** any and all documentation within the possession of the **insured person**; and
  - (4) give to **us**, and to any counsel **we** select to represent an **insured person** in connection with a **claim**, full cooperation and such information as **we** or the counsel may require, including, but not limited to, assisting **us** or the counsel in: (i) any investigation of a **claim**, or other matter relating to the coverage afforded under this policy (including submission to an examination by **us** or **our** designee, under oath if required by **us**); (ii) making settlements; (iii) enforcing any legal rights any **insured person** or **we** may have against any person or entity who may be liable to an **insured person**; (iv) attending depositions, hearings and trials; (v) securing and giving evidence, and obtaining the attendance of witnesses; and (vi) any inspection or survey conducted by **us**.

- (b) No **insured person** or **organization** shall admit any liability, settle any **claim**, assume any financial obligation or pay any money in connection with any **claim** without **our** prior written consent. If any **insured person** or **organization** does, it will be at their own expense and such amounts shall not be applied to the applicable Retention.
- (c) **We** shall have the right to associate fully and effectively with each and every **insured person** and, with respect to Coverage B, an **organization**, in the defense of any **claim** or any matter that involves, or appears reasonably likely to involve, the **insurer**, including, but not limited to, negotiating a settlement.
- (d) The following shall only apply to a **securities claim** and related **claims** for which there is no other **directors and officers coverage**:

Affixed as Appendix A hereto and made a part of this policy is a list of Panel Counsel law firms ("**panel counsel firms**"). The list provides the **insured person** with a choice of law firms from which a selection of legal counsel shall be made to conduct the defense of a **claim** made against an **insured person**.

For defense of **claim(s)**, the **insured person(s)** shall select a **panel counsel firm** to defend such **claim(s)** made against the **insured person** in the jurisdiction in which the **claim** is brought. In the event the **claim** is brought in a jurisdiction not included on the list, the **insured person(s)** shall select a **panel counsel firm** in the listed jurisdiction which is the nearest geographic jurisdiction to either where the **claim** is brought or where the corporate headquarters of the **named organization** is located. In such instance the **insured persons** and the **insurer** shall jointly select a non-**panel counsel firm** in the jurisdiction in which the **claim** is brought to function as "local counsel" on the **claim** to assist the **panel counsel firm** which will function as "lead counsel" in conducting the defense of the **claim**.

With **our** express prior written consent, an **insured person** may select a **panel counsel firm** different from that selected by another **insured person** defendant if such selection is required due to an actual conflict of interest.

- (e) In all events, no **insured person** shall intentionally take any action, or fail to take any required action, which prejudices **our** rights.

## 9. EXTENDED REPORTING PERIOD

- (a) *Automatic Extended Reporting Period*: If the **named organization** or **we** shall refuse to renew this policy, the **named organization** shall have the right following the effective date of such nonrenewal to a period of sixty (60) days (the "**automatic extended reporting period**") in which to give written notice to **us** of **claims** first made against an **insured person** during the **automatic extended reporting period** for any **wrongful act** committed or omitted prior to the end of the **policy period** and otherwise covered by this policy. The **automatic extended reporting period** shall not apply where an **extended reporting period** has been purchased or to **claims** that are covered under any subsequent insurance an **insured person** purchases or that is purchased for their benefit, or that would be covered, but for the exhaustion of the amount of insurance applicable to such **claims** or that is within any applicable Retention amount.
- (b) *Optional Extended Reporting Period*: Except as indicated below, if the **named organization** shall cancel or **we** or the **named organization** refuse to renew this policy, the **named organization** shall have the right to a period of up to three years following the effective date of such cancellation or nonrenewal (an "**extended reporting period**"), upon payment of an additional premium amount of up to
  - (1) seventy-five percent (75%) of the full annual premium, for a period of one (1) year;
  - (2) one hundred and fifty percent (150%) of the full annual premium, for a period of two (2) years; or
  - (3) two hundred percent (200%) of the full annual premium, for a period of three (3) years,in which to give to **us** written notice pursuant to Clause 7(b)(1) of the policy of **claims** (1) first made

against an **insured person** during said **extended reporting period** and (2) solely with respect to a **wrongful act** committed or omitted prior to the end of the **policy period** and otherwise covered by this policy. If the **named organization** exercises its right to purchase an **extended reporting period**, that period incepts at the end of the **policy period** and there shall be no **automatic extended reporting period**.

- (c) **Transaction Triggered Extended Reporting Period:** In the event of a **transaction**, the **named organization** shall have the right to request an offer from **us** of an **extended reporting period** (solely with respect to pre-**transaction wrongful acts**). Upon **our** receipt of such a request, **we** shall offer such **extended reporting period** pursuant to such terms, conditions, exclusions and additional premium as **we** may decide in **our** sole and absolute discretion. In the event of a **transaction**, the right to an **extended reporting period** shall not otherwise exist except as provided in this Paragraph.
- (d) **Common Extended Reporting Period Terms:** An **extended reporting period** is not cancelable. This Clause 9 shall not apply to any cancellation resulting from non-payment of premium. The rights contained in this Clause 9 shall terminate unless written notice of election of an **extended reporting period** together with any additional premium due is received by **us** no later than thirty (30) days subsequent to the effective date of the cancellation, nonrenewal or **transaction**.

## 10. ORGANIZATIONAL CHANGES

- (a) **Transactions:** If there is a **transaction** during the **policy period**, this policy shall continue in full force and effect as to **wrongful acts** committed or omitted prior to the effective time of the **transaction**, but there shall be no coverage afforded by any provision of this policy for any **wrongful act** after the effective time of the **transaction**, unless (i) within thirty (30) days of such **transaction**, **we** have been provided with full particulars of the **transaction**, the related entities and any other information requested by **us**, and (ii) the **named organization** or its successor, has agreed to any additional premium and amendments to this policy required by **us**.

Coverage for post-**transaction wrongful acts** is conditioned upon the **named organization** or its successor paying when due any additional premium required by **us**. This policy may not be canceled after the effective time of a **transaction** and the entire premium for this policy shall be deemed earned as of such time.

- (b) **Subsidiary Additions:** If "Blanket" has been checked in Item 1(c) of the Declarations, **subsidiary** also includes any for-profit entity of which the **named organization** first had **management control** during the **policy period**, whether directly or indirectly through one or more other **subsidiaries**, and:
  - (1) whose revenues do not exceed ten percent (10%) of the aggregate annual revenues of an **organization** (as of the inception date of this policy); or
  - (2) whose revenues exceed ten percent (10%) or more of the aggregate annual revenues of an **organization** (as of the inception date of this policy), but such entity shall be a "**subsidiary**" only once the **named organization** shall have provided **us** with full particulars of the new **subsidiary**, including the number of **corporate counsel** of such new **subsidiary**, and agreed to any additional premium and amendments to this policy required by **us** relating to such **subsidiary**. Further, coverage as shall be afforded to any **subsidiary** and any **corporate counsel**, **executive** or **employee** thereof is conditioned upon the **named organization** paying when due any additional premium required by **us** relating to such **subsidiary**. Such additional premium may be based on, among other things, the number of **corporate counsel** of such **subsidiary**.
- (c) **Other Organizational Changes:** In all events, coverage as is afforded under this policy with respect to a **claim** made against an **insured person** shall only apply for **wrongful acts** committed or omitted or allegedly committed or omitted by an **insured person** employed by a **subsidiary**, (i) after the effective time the **named organization** obtained **management control** of such **subsidiary**, and (ii) prior to the effective time that the **named organization** no longer has **management control** over such **subsidiary**, and solely while such **insured person** is employed as such by the **named organization** or a **subsidiary**.

## 11. WHERE COVERAGE APPLIES

**We** cover **wrongful acts** that occur, **claims** that are brought and **damages** incurred anywhere in the world, unless such coverage is prohibited by law.

## 12. ACTIONS AGAINST US

- (a) This policy is for the **insureds'** benefit only and is not to be construed as providing any right or benefit to any other person or organization. No suit, action or legal proceeding shall be brought against **us** under this **policy** by any person or organization other than an **insured**.
- (b) An **insured** may sue **us** to recover up to the applicable Limit of Liability under this policy only after liability of the **insured person** has been decided by:
  - (1) an arbitration award as a result of arbitration;
  - (2) a trial or appeal, after which a final judgment has been entered; or
  - (3) a written agreement signed by the **insured person, us** and the party making the **claim**.

Any **insured** who has secured such award, judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join **us** as a party to any **claim** against an **insured person** nor shall **we** be impleaded by an **organization** or any **insured person**, their spouse or domestic partner, or any legal representative of the foregoing.

## 13. ORDER OF PAYMENTS

In the event of **damages** and **defense costs** arising from a covered **claim** for which payment is due under the provisions of this policy, then the **insurer** shall in all events:

- (a) first, pay **damages** and **defense costs** for which coverage is provided under Coverage A of this policy; then
- (b) only after payment of **damages** and **defense costs** has been made pursuant to Sub-paragraph 13(a) above, with respect to whatever remaining amount of the Limit of Liability is available after such payment, at the written request of the Chief Executive Officer (or equivalent position) of the **named organization**, either pay or withhold payment of such other **damages** and **defense costs** for which coverage is provided under Coverage B of this policy; and then
- (c) In the event the **insurer** withholds payment pursuant to Sub-paragraph 13(b) above, then the **insurer** shall at such time and in such manner as shall be set forth in written instructions of the Chief Executive Officer (or equivalent position) of the **named organization** remit such payment to an **organization** or directly to or on behalf of an **insured person**.

The bankruptcy or insolvency of any **organization** or any **insured person** shall not relieve the **insurer** of any of its obligations to prioritize payment of covered **damages** and **defense costs** under this policy pursuant to this Paragraph 13.

## 14. SUBROGATION

To the extent **we** pay any **damages** and/or **defense costs**, **we** shall be subrogated to any **insured person's** rights of recovery therefore, including without limitation any right to indemnification or advancement from an **organization**. The **insured person** shall execute all papers necessary to secure such rights, including executing any documents necessary to enable **us** to effectively bring suit in the name of the **insured person**, and shall take no action which impairs **our** rights of subrogation or recovery.

## 15. OTHER INSURANCE

Such insurance as is provided by this policy shall apply only as excess over any other valid and collectible

insurance available to any **insured person** unless such other insurance is written only as specific excess insurance over the applicable Limit of Liability provided by this policy. Further, this policy shall apply specifically as excess to any **securities claims** also covered by **directors and officers coverage**.

## 16. CANCELLATION

- (a) *By **Named Organization***: This policy may be canceled by the **named organization** at any time only by mailing written prior notice to **us** or by surrender of this policy to **our** authorized agent or **us**.
- (b) *By **Us***: This policy may be canceled by **our** delivering to the **named organization** by registered, certified, other first class mail or other reasonable delivery method, at the address of the **named organization** set forth in the Declarations, written notice stating when, not less than sixty (60) days thereafter (ten (10) days in the event of cancellation for non-payment of premium), the cancellation shall be effective. Proof of mailing or delivery of such notice as aforesaid shall be sufficient proof of notice and this policy shall be deemed canceled at the date and hour specified in such notice.
- (c) *Return of Premium*: **We** shall have the right to the premium amount for the portion of the **policy period** during which the policy was in effect. If this policy shall be canceled by the **named organization**, **we** shall retain the customary short rate proportion of the premium herein.

## 17. ASSIGNMENT

This policy and any and all rights hereunder are not assignable without **our** prior written consent.

## 18. ALTERNATIVE DISPUTE RESOLUTION PROCESS

It is hereby understood and agreed that all disputes or differences which may arise under or in connection with this policy, whether arising before or after termination of this policy, including any determination of the amount of **damages** and **defense costs**, must first be submitted to the non-binding mediation process as set forth in this Clause.

The non-binding mediation will be administered by any mediation facility to which **we** and the **named organization** mutually agree, in which all implicated **insured persons, organizations** and **we** shall try in good faith to settle the dispute by mediation in accordance with the American Arbitration Association's ("AAA") then-prevailing Commercial Mediation Rules. The parties shall mutually agree on the selection of a mediator. The mediator shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. The mediator shall also give due consideration to the general principles of the law of the state where the **named organization** is incorporated in the construction or interpretation of the provisions of this policy. In the event that such non-binding mediation does not result in a settlement of the subject dispute or difference:

- (a) either party shall have the right to commence a judicial proceeding; or
- (b) either party shall have the right, with all other parties consent, to commence an arbitration proceeding with the AAA that will be submitted to an arbitration panel of three (3) arbitrators as follows: (i) the **insured** shall select one (1) arbitrator; (ii) **we** shall select one (1) arbitrator; and (iii) said arbitrators shall mutually agree upon the selection of the third arbitrator. The arbitration shall be conducted in accordance with the AAA's then prevailing Commercial Arbitration Rules.

provided, however, that no such judicial or arbitration proceeding shall be commenced until at least 90 days after the date the non-binding mediation shall be deemed concluded or terminated. Each party shall share equally the expenses of the non-binding mediation.

The non-binding mediation may be commenced in New York, New York; Atlanta, Georgia; Chicago, Illinois; Denver, Colorado; or in the state indicated in Item 1(a) of the Declarations as the mailing address for the **named organization**. The **named organization** shall act on behalf of each and every **insured person** in connection with any non-binding mediation under this Clause, the selection of arbitration or judicial proceeding and/or the selection of mediators or arbitrators.



## 19. BANKRUPTCY

Bankruptcy or insolvency of any **insured person** or an **organization** shall not relieve the **insurer** of any of its obligations hereunder.

It is further understood and agreed that the coverage provided under this policy is intended to protect and benefit the **insured persons**. Further, if a liquidation or reorganization proceeding is commenced by the **named organization** and/or any other **organization** (whether voluntarily or involuntarily) under Title 11 of the United States Code (as amended), or any similar state, local or foreign law (collectively "**bankruptcy law**") then, in regard to a covered **claim** under this policy, the **insureds** hereby:

- (a) waive and release any automatic stay or injunction to the extent it may apply in such proceeding to the proceeds of this policy under such **bankruptcy law**; and
- (b) agree not to oppose or object to any efforts by the **insurer** or any **insured** to obtain relief from any stay or injunction applicable to the proceeds of this policy as a result of the commencement of such liquidation or reorganization proceeding.

## 20. APPLICATION

- (a) *Coverage A Non-Rescindable*: The **insurer** shall not be entitled, under any circumstances, to rescind Coverage A of this policy.
- (b) *Full **Application** Severability*: With respect to the statements, warranties and representations contained in any **application** for this policy, no knowledge possessed by any **insured person** shall be imputed to any other **insured person** for the purpose of determining the availability of coverage with respect to any **claim** made against such other **insured person**.

## 21. POLICY CHANGES

This policy contains all the agreements concerning this insurance. This policy can only be changed by a written endorsement **we** issue and make a part of this policy.

## 22. SPECIAL RIGHTS AND DUTIES OF NAMED ORGANIZATION

The **insured persons** agree that the **named organization** may act on behalf of all **insured persons** as to:

- (a) consenting or refusing to consent to any settlement;
- (b) the exercising or declining of any right to an **extended reporting period**;
- (c) the resolution of any dispute in connection with coverage afforded by this policy;
- (d) payment of premiums and receipt of return premiums, if any; and
- (e) acceptance of any endorsements or other changes to this policy.

## 23. HEADINGS

The descriptions in the headings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.

< End >



**AIG EXECUTIVE LIABILITY**<sup>SM</sup> Insurance provided by a member company of American International Group, Inc.

\_\_\_\_\_  
Name of Insurance Company to which **Application** is made (herein called the "**Insurer**")

## **CORPORATE COUNSEL PREMIER<sup>®</sup> PROFESSIONAL LIABILITY APPLICATION**

**NOTICE: THE POLICY PROVIDES THAT THE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY DEFENSE COSTS. FURTHER NOTE THAT AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.**

**IF A POLICY IS ISSUED, IT WILL BE ON A CLAIMS-MADE BASIS.**

1. Name of the **Applicant**: \_\_\_\_\_  
(the "**Applicant**")
2. Address of the main office of the **Applicant**:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Date **Applicant** established: \_\_\_\_\_
4. State of Incorporation: \_\_\_\_\_
5. Is the **Applicant** publicly traded, private or not for profit? \_\_\_\_\_  
If private, does the **Applicant** have public debt? \_\_\_\_\_
6. Primary Nature of Business: \_\_\_\_\_
7. Number of **Corporate Counsel**<sup>1</sup> employed by the **Applicant**  
(including **Subsidiaries**): \_\_\_\_\_
8. Number of Independent Contractor Counsel contracted by  
the **Applicant** (including **Subsidiaries**): \_\_\_\_\_
9. Please enter the percentage of legal staff with:  
  
0-5 Years Overall Legal Experience \_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> All terms which appear in **Bold** type are used in this **Application** with the same respective meanings as they have in the Corporate Counsel Premier policy.

5-10 Years Overall Legal Experience \_\_\_\_\_  
10+ Years Overall Legal Experience \_\_\_\_\_

10. Are there any **Corporate Counsel** outside of the **Applicant's** Legal Department, Office of the General Counsel or equivalent department or office? ☐ Yes ☐ No

If so, describe these **Corporate Counsel's** department, structure and type of work undertaken:

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11. Describe the types of *pro bono* and **moonlighting** work performed by **Corporate Counsel**:

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12. Describe the type of work undertaken by **Corporate Counsel**: \_\_\_\_\_

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13. Limit of Liability requested: \$ \_\_\_\_\_

14. Self-insured Retention requested (each **claim**):

(a) **Corporate Counsel** (non-indemnifiable loss) \$ \_\_\_\_\_

(b) **Organization** (including **Subsidiaries**) \$ \_\_\_\_\_

(all other **damages** and **defense costs**)

15. Are the **Applicant's** (including **Subsidiaries**) securities publicly traded or subject to public reporting under the Securities Exchange Act of 1934? ☐ Yes ☐ No  
**If "No," proceed to question 21 and skip questions 16, 17, 18, 19 and 20.**

16. **Securities Claims** Sublimit of Liability requested: \$ \_\_\_\_\_

17. Does any **Corporate Counsel** issue legal opinions with respect to registration statements filed with any securities commission? ☐ Yes ☐ No

18. Does any **Corporate Counsel** sign registration statements of the **Applicant** including its **Subsidiaries**? ☐ Yes ☐ No

19. Does any **Corporate Counsel** serve on the Board of Directors or equivalent governing body of the **Applicant** or its **Subsidiaries**? ☐ Yes ☐ No



20. Has the **Applicant** or its **Subsidiaries** made a public offering of debt or equity within the past twenty-four (24) months? ☐ Yes ☐ No

21. Does the **Applicant** or its **Subsidiaries** anticipate any registration of securities under the Securities Act of 1933 (or any similar state or foreign rule or law) or any other offering of securities within the next twelve (12) months? ☐ Yes ☐ No

22. Are plans under consideration for a merger, acquisition or consolidation of or by the **Applicant** including its **Subsidiaries**? ☐ Yes ☐ No

23. Does the **Applicant** or its **Subsidiaries** permit or require any **Corporate Counsel** to issue written legal opinions to outside parties in connection with sales, acquisitions or other transactions? ☐ Yes ☐ No

24. Does any **Corporate Counsel** serve on a due diligence committee or perform **legal services** regarding any merger, acquisition or a consolidation of or by the **Applicant** or its **Subsidiaries**? ☐ Yes ☐ No

25. Does any **Corporate Counsel** appear in court for the **Applicant** or its **Subsidiaries** or other parties in the course of his employment for the **Applicant**? ☐ Yes ☐ No

26. Does any **Corporate Counsel** provide personal **legal services** with respect to criminal, matrimonial or intellectual property law or estate/financial planning? ☐ Yes ☐ No

27. Based on Financial Statement Dated: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (Year/Month)

Total Assets \$ \_\_\_\_\_

Total Liabilities \$ \_\_\_\_\_

Current Assets \$ \_\_\_\_\_

Current Liabilities \$ \_\_\_\_\_

Revenues (Most recent year) \$ \_\_\_\_\_

28. Does the **Applicant**, including its **Subsidiaries**, carry

(a) directors and officers or other executive liability insurance? ☐ Yes ☐ No

(b) employment practices liability insurance? ☐ Yes ☐ No

(c) professional liability insurance for corporate counsel, including the legal staff? ☐ Yes ☐ No

If "Yes," provide the following with regard to all insurance:

	D&O	EPLI	Professional Liability
Insurance Carrier			
Limits of Liability			
Sublimits of Liability			
Coinurance			
Deductible/Retention			

Policy Period			
Premium			
Retroactive Date/Continuity Date			
Number of years of continuous coverage			

29. Has any insurance carrier refused, canceled or non-renewed the **Applicant's** (including **Subsidiaries**): *(MISSOURI APPLICANTS NEED NOT REPLY.)*

(a) directors & officers liability or executive liability insurance coverage? ☐ Yes ☐ No

(b) employment practices liability insurance? ☐ Yes ☐ No

(c) corporate counsel professional liability insurance? ☐ Yes ☐ No

*If "Yes," attach full details including when and reason(s).*

30. Is any **Corporate Counsel**, the **Applicant**, or its **Subsidiaries** aware, after reasonable inquiry, of any claims or actions against any person proposed for insurance in his or her capacity as **Corporate Counsel** within the past three (3) years?

☐ Yes ☐ No *If "Yes," attach full details.*

31. Is any **Corporate Counsel**, the **Applicant**, or its **Subsidiaries** aware, after reasonable inquiry, of any act, error or omission which may reasonably be expected to give rise to a **claim** against any **Corporate Counsel**? ☐ Yes ☐ No *If "Yes," attach full details.*

32. Has any **Corporate Counsel** been the subject of a reprimand or disciplined by, or refuse admission to a bar association, court or administrative agency?

☐ Yes ☐ No *If "Yes," attach full details.*

33. Has the **Applicant**, any of its **Subsidiaries** or any **Corporate Counsel** been charged in any civil, criminal, administrative or regulatory action or proceeding with a violation of any federal, state or foreign securities law, rule or regulation?

☐ Yes ☐ No *If "Yes," attach full details.*

It is agreed that with respect to Questions 30, 31, 32 and 33 above, that if such claim, proceeding, action, knowledge, information or involvement exists, then such claim, proceeding or action and any **claim** or action arising from such claim, proceeding, action, knowledge, information or involvement is excluded from the proposed coverage.

**ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.**

**THIS APPLICATION DOES NOT BIND THE APPLICANT TO BUY OR THE INSURER TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO AND BECOME PART OF THE POLICY. THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH IN THIS APPLICATION ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS**

**APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE.**

**STATE FRAUD DISCLOSURES:**

**NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

**NOTICE TO KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

**NOTICE TO LOUISIANA APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO MAINE APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE

PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**NOTICE TO NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO NEW YORK APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

**NOTICE TO OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**NOTICE TO OKLAHOMA APPLICANTS:** WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO VERMONT APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**IF A POLICY IS ISSUED, THE APPLICATION IS ATTACHED TO AND MADE A PART OF THE POLICY SO IT IS NECESSARY THAT ALL QUESTIONS BE ANSWERED IN DETAIL.**

**PLEASE READ THE FOLLOWING STATEMENT CAREFULLY AND SIGN BELOW WHERE INDICATED. IF A POLICY IS ISSUED, THIS SIGNED STATEMENT WILL BE ATTACHED TO THE POLICY.**

The undersigned authorized officer of the **Applicant** hereby acknowledges that he/she is aware that the Limit of Liability contained in this policy shall be reduced, and may be completely exhausted, by the costs of legal defense and, in such event, the Insurer shall not be liable for the costs of legal defense or for the amount of any judgment or settlement to the extent that such exceeds the Limit of Liability of this policy.

The undersigned authorized officer of the **Applicant** hereby further acknowledges that he/she is aware that legal defense costs that are incurred shall be applied against the retention amount.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

(Must be signed by the president, CEO, General Counsel or equivalent position if a corporation, a general partner if a partnership).

Attest: \_\_\_\_\_

Broker: \_\_\_\_\_

License #: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



**AIG EXECUTIVE LIABILITY**<sup>SM</sup> Insurance provided by a member company of American International Group, Inc.

\_\_\_\_\_  
Name of Insurance Company to which **Application** is made (herein called the “**Insurer**”)

**CORPORATE COUNSEL PREMIER® PROFESSIONAL LIABILITY  
RENEWAL APPLICATION**

**NOTICE: THE POLICY PROVIDES THAT THE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY DEFENSE COSTS. FURTHER NOTE THAT AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.**

**IF A POLICY IS ISSUED, IT WILL BE ON A CLAIMS-MADE BASIS.**

1. Name of the **Applicant**: \_\_\_\_\_  
(the “**Applicant**”)
2. Address of the main office of the **Applicant**:  
\_\_\_\_\_  
\_\_\_\_\_
3. Date **Applicant** established: \_\_\_\_\_
4. State of Incorporation: \_\_\_\_\_
5. Is the **Applicant** publicly traded, private or not for profit? \_\_\_\_\_  
If private, does the **Applicant** have public debt? \_\_\_\_\_
6. Primary Nature of Business: \_\_\_\_\_
7. Number of **Corporate Counsel**<sup>1</sup> employed by the **Applicant**  
(including **Subsidiaries**): \_\_\_\_\_
8. Number of Independent Contractor Counsel contracted by  
the **Applicant** (including **Subsidiaries**): \_\_\_\_\_
9. Please enter the percentage of legal staff with:  
  
0-5 Years Overall Legal Experience \_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> All terms which appear in **Bold** type are used in this **Application** with the same respective meanings as they have in the Corporate Counsel Premier policy.

5-10 Years Overall Legal Experience \_\_\_\_\_  
10+ Years Overall Legal Experience \_\_\_\_\_

10. Are there any **Corporate Counsel** outside of the **Applicant's** Legal Department, Office of the General Counsel or equivalent department or office? ☐ Yes ☐ No

If so, describe these **Corporate Counsel's** department, structure and type of work undertaken:

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11. Describe the types of *pro bono* or **moonlighting** work performed by **Corporate Counsel**:

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12. Describe the type of work undertaken by **Corporate Counsel**: \_\_\_\_\_

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13. Limit of Liability requested: \$ \_\_\_\_\_

14. Self-insured Retention requested (each **claim**):

(a) **Corporate Counsel (non-indemnifiable loss)** \$ \_\_\_\_\_

(b) **Organization** (including **Subsidiaries**) \$ \_\_\_\_\_

(all other **damages** and **defense costs**)

15. Are the **Applicant's** (including **Subsidiaries**) securities publicly traded or subject to public reporting under the Securities Exchange Act of 1934? ☐ Yes ☐ No

*If "No," proceed to question 21 and skip questions 16, 17, 18, 19 and 20.*

16. **Securities Claims** Sublimit of Liability requested: \$ \_\_\_\_\_

17. Does any **Corporate Counsel** issue legal opinions with respect to registration statements filed with any securities commission? ☐ Yes ☐ No

18. Does any **Corporate Counsel** sign registration statements of the **Applicant** including its **Subsidiaries**? ☐ Yes ☐ No

19. Does any **Corporate Counsel** serve on the Board of Directors or equivalent governing body of the **Applicant** or its **Subsidiaries**? ☐ Yes ☐ No



20. Did the **Applicant** or its **Subsidiaries** have a public offering of debt or equity during the policy period of the insurance policy of which this proposed policy would be a renewal, or if no such policy then within the last twelve (12) months? ☐ Yes ☐ No

21. Does the **Applicant** or its **Subsidiaries** anticipate any registration of securities under the Securities Act of 1933 (or any similar state or foreign rule or law) or any other offering of securities within the next twelve (12) months? ☐ Yes ☐ No

22. Are plans under consideration for a merger, acquisition or consolidation of or by the **Applicant** including its **Subsidiaries**? ☐ Yes ☐ No

23. Does the **Applicant** or its **Subsidiaries** permit or require any **Corporate Counsel** to issue written legal opinions to outside parties in connection with sales, acquisitions or other transactions? ☐ Yes ☐ No

24. Does any **Corporate Counsel** serve on a due diligence committee or perform **legal services** regarding any merger, acquisition or a consolidation of or by the **Applicant** or its **Subsidiaries**? ☐ Yes ☐ No

25. Does any **Corporate Counsel** appear in court for the **Applicant** or its **Subsidiaries** or other parties in the course of his employment for the **Applicant**? ☐ Yes ☐ No

26. Does any **Corporate Counsel** provide personal **legal services** with respect to criminal, matrimonial or intellectual property law or estate/financial planning? ☐ Yes ☐ No

27. Based on Financial Statement Dated: \_\_\_\_\_ / \_\_\_\_\_ (Year/Month)

Total Assets	\$ _____
Total Liabilities	\$ _____
Current Assets	\$ _____
Current Liabilities	\$ _____
Revenues (Most recent year)	\$ _____

28. Does the **Applicant**, including its **Subsidiaries**, carry

(a) directors and officers or other executive liability insurance? ☐ Yes ☐ No

(b) employment practices liability insurance? ☐ Yes ☐ No

If "Yes," provide the following with regard to all insurance:

	D&O	EPLI
Insurance Carrier		
Limits of Liability		
Sublimits of Liability		
Coinurance		
Deductible/Retention		
Policy Period		



Premium		
Retroactive Date/Continuity Date		
Number of years of continuous coverage		

29. Has any insurance carrier refused, canceled or non-renewed the **Applicant's** (including **Subsidiaries**): *(MISSOURI APPLICANTS NEED NOT REPLY.)*

(a) directors & officers liability or executive liability insurance coverage? ☐ Yes ☐ No

(b) employment practices liability insurance? ☐ Yes ☐ No

*If "Yes," attach full details including when and reason(s).*

**ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.**

**THIS APPLICATION DOES NOT BIND THE APPLICANT TO BUY OR THE INSURER TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO AND BECOME PART OF THE POLICY. THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH IN THIS APPLICATION ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE.**

#### **STATE FRAUD DISCLOSURES:**

**NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

**NOTICE TO KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

**NOTICE TO LOUISIANA APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO MAINE APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**NOTICE TO NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO NEW YORK APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

**NOTICE TO OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**NOTICE TO OKLAHOMA APPLICANTS:** WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM

FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO VERMONT APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**IF A POLICY IS ISSUED, THE APPLICATION IS ATTACHED TO AND MADE A PART OF THE POLICY SO IT IS NECESSARY THAT ALL QUESTIONS BE ANSWERED IN DETAIL.**

**PLEASE READ THE FOLLOWING STATEMENT CAREFULLY AND SIGN BELOW WHERE INDICATED. IF A POLICY IS ISSUED, THIS SIGNED STATEMENT WILL BE ATTACHED TO THE POLICY.**

The undersigned authorized officer of the **Applicant** hereby acknowledges that he/she is aware that the Limit of Liability contained in this policy shall be reduced, and may be completely exhausted, by the costs of legal defense and, in such event, the Insurer shall not be liable for the costs of legal defense or for the amount of any judgment or settlement to the extent that such exceeds the Limit of Liability of this policy.

The undersigned authorized officer of the **Applicant** hereby further acknowledges that he/she is aware that legal defense costs that are incurred shall be applied against the retention amount.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

(Must be signed by the president, CEO, General Counsel or equivalent position if a corporation, a general partner if a partnership).

Attest: \_\_\_\_\_

Broker: \_\_\_\_\_

License #: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

### **ABSOLUTE SEC EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that, notwithstanding any other provision of this policy (including any endorsement attached hereto, whether such endorsement precedes or follows this endorsement in time or sequence), this policy shall not provide coverage for **damages** and **defense costs** arising out of any **securities claim**. It is further agreed that all sections of the policy which refer to coverage for **securities claims** are deleted in their entirety. Further this policy is hereby amended as follows:

1. In Clause 2. **DEFINITIONS**, paragraph (d) "**claim**" is deleted in its entirety and replaced with the following:

(d) "**Claim**" means:

- (1) a written demand for monetary, non-monetary or injunctive relief;
- (2) a written request to toll or waive a statute of limitations relating to a potential **claim** against an **insured person**;
- (3) a **suit**; or
- (4) an **administrative proceeding claim**;

2. Clause 4. **EXCLUSIONS** is amended to include the following at the end of such Clause:

This policy does not cover any **claim** made against an **insured person** alleging, arising out of, or resulting from directly or indirectly:

SC (a) any purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or violation of any securities law, including provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended; or

SC (b) regulation promulgated under the foregoing laws, or any federal, state, local or foreign laws (i) similar to the foregoing laws (including "Blue Sky" laws) or (ii) regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law;

including, without limitation, such actions described above brought by any government or regulatory or self-regulatory entity or authority.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

#### **ADDITIONAL ORGANIZATION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that in Clause 2. **DEFINITIONS**, paragraph (v) "**organization**," is amended to include the following at the end thereof:

**Organization** shall also include the following entity(ies):

[NAME OF ENTITY]

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

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Issued to:

By:

#### APPLICATION PROVISION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause 20. **APPLICATION** is deleted in its entirety and replaced with the following:

##### 20. APPLICATION

- (a) *Coverage A Non-Rescindable*: The **insurer** shall not be entitled, under any circumstances, to rescind Coverage A of this policy.
- (b) *Coverage A **Application** Severability*: With respect to the statements, warranties and representations contained in any **application** for this policy, no knowledge possessed by any **insured person** shall be imputed to any other **insured person** for the purpose of determining the availability of coverage with respect to any **claim** made against such other **insured person**.
- (c) *Coverage B **Application** Severability*: With respect to the statements, warranties and representations contained in any **application** for this policy, only the knowledge possessed by a past or present Chief Executive Officer, Chief Financial Officer or General Counsel of the **named organization** shall be imputed to the **organization**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

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Policy number

Issued to:

By:

#### **ARBITRATION & MEDIATION SERVICES COVERAGE ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause 2. **DEFINITIONS**, paragraph (q), "**legal services**," is amended to include the following at the end thereof:

**Legal services** shall also include any arbitration or mediation services performed by a **corporate counsel** in the scope of such **corporate counsel's** employment by the **organization**.

2. Solely with respect to the coverage afforded under this endorsement, Clause 4. **EXCLUSIONS** is amended to include the following paragraph at the end of such Clause:

This policy does not cover any **claim** arising out of or resulting from, directly or indirectly:

AM (a) the levying of punitive damages by a **corporate counsel**;

AM (b) the arbitration of criminal disputes;

AM (c) any willful or intentional failure on the part of a **corporate counsel** to comply with written escrow instructions; or

AM (d) any actual or alleged commingling of or inability or failure to pay, collect, or safeguard funds.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE



This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

### **BAD FAITH EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that this policy does not cover any **claim** alleging, arising out of or resulting from, directly or indirectly, any actual or alleged breach of the covenant of good faith or fair dealing in the underwriting of or in the handling of any claim or obligation arising out of or under any insurance contract or from any benefit plan.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**CLAIMS ADJUSTER, TITLE ABTRACTOR AND COLLECTION AGENT  
EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that this policy does not cover any **claim** made against an **insured person** alleging, arising out of or resulting from, directly or indirectly, any **legal services** or any other services rendered as a claim adjuster, title abstractor or collection agent.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**CONDUCT EXCLUSION AMENDATORY ENDORSEMENT  
(FINAL ADJUDICATION)**

In consideration of the premium charged, it is hereby understood agreed that in Clause 4. **EXCLUSIONS**, paragraph (a) is deleted in its entirety and replaced with the following:

(a) alleging, arising out of or resulting from, directly or indirectly, any:

- (1) with respect to all **claims** other than **securities claims**, any: (i) dishonest, fraudulent, criminal or malicious act (other than malicious prosecution) or omission; (ii) intentional or knowing violation of the law; (iii) profit, remuneration or pecuniary advantage to which an **insured person** was not legally entitled; or (iv) commingling, misappropriation, or improper use of funds; however, **we** will defend a **claim** (other than a **securities claim**) against an **insured person** alleging any of the foregoing conduct until there is a final adjudication against an **insured person** as to such conduct, at which time the **insured person** shall reimburse **us** for **defense costs**; or
- (2) with respect to **securities claims**, any: (i) deliberate criminal or deliberate fraudulent act; or (ii) profit, remuneration or pecuniary advantage to which an **insured person** was not legally entitled; provided, however, **we** will defend a **securities claim** against an **insured person** alleging any of the foregoing conduct until there is a final adjudication against an **insured person** as to such conduct, at which time the **insured person** shall reimburse **us** for **defense costs**;

for the purpose of determining the applicability of this exclusion: (i) the facts pertaining to and knowledge possessed by any **insured person** shall not be imputed to any other **insured person**; and (ii) only facts pertaining to and knowledge possessed by any past, present or future Chairman of the Board, President, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer or General Counsel (or equivalent positions) of an **organization** shall be imputed to an **organization**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**CONDUCT EXCLUSION AMENDATORY ENDORSEMENT  
(FINAL ADJUDICATION/DETERMINATION)**

In consideration of the premium charged, it is hereby understood agreed that in Clause 4. **EXCLUSIONS**, paragraph (a) is deleted in its entirety and replaced with the following:

(a) alleging, arising out of or resulting from, directly or indirectly, any:

- (1) with respect to all **claims** other than **securities claims**, any: (i) dishonest, fraudulent, criminal or malicious act (other than malicious prosecution) or omission; (ii) intentional or knowing violation of the law; (iii) profit, remuneration or pecuniary advantage to which an **insured person** was not legally entitled; or (iv) commingling, misappropriation, or improper use of funds; however, **we** will defend a **claim** (other than a **securities claim**) against an **insured person** alleging any of the foregoing conduct until there is a final adjudication or final determination against an **insured person** as to such conduct, at which time the **insured person** shall reimburse **us** for **defense costs**; or
- (2) with respect to **securities claims**, any: (i) deliberate criminal or deliberate fraudulent act; or (ii) profit, remuneration or pecuniary advantage to which an **insured person** was not legally entitled; provided, however, **we** will defend a **securities claim** against an **insured person** alleging any of the foregoing conduct until there is a final adjudication or final determination against an **insured person** as to such conduct, at which time the **insured person** shall reimburse **us** for **defense costs**;

for the purpose of determining the applicability of this exclusion: (i) the facts pertaining to and knowledge possessed by any **insured person** shall not be imputed to any other **insured person**; and (ii) only facts pertaining to and knowledge possessed by any past, present or future Chairman of the Board, President, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer or General Counsel (or equivalent positions) of an **organization** shall be imputed to an **organization**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

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Issued to:

By:

### **DELETION OF ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that Endorsement No. [X], "[INSERT NAME OF ENDORSEMENT]" is deleted in its entirety.

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By:

### **EXTENDED REPORTING PERIOD ELECTED ENDORSEMENT (TRANSACTIONS)**

In consideration of the additional premium of \$XXXX, it is hereby understood and agreed that pursuant to the terms and conditions of Clause 9 of the policy and as of 12:01 A.M. on XXXX "effective time") this policy shall be amended as follows:

1. Clause 9. **EXTENDED REPORTING PERIOD** is deleted in its entirety and replaced with the following:

#### **9. RUN-OFF COVERAGE CLAUSE**

The **named organization** shall have the right within a period of 3 year(s) following the **effective time** (herein, the "**extended reporting period**") in which to give written notice to **us** of **claims** that are (i) first made against **insured persons** during the **extended reporting period** for any **wrongful act** committed, omitted or occurring on or prior to the **transaction** that triggered the right to purchase this **extended reporting period** and (ii) otherwise covered by this policy.

2. Clause 16. **CANCELLATION** is deleted in its entirety and replaced with the following:

#### **16.CANCELLATION**

This policy may not be canceled by or on the behalf of the **named organization** or by **us** except as stated in this Clause 16. **We** may only cancel this policy in the event of nonpayment of premium by the **named organization** (including the nonpayment of any additional premium for this endorsement) by **our** delivering to the **named organization** by registered, certified, other first class mail or other reasonable delivery method, at the address of the **named organization** set forth in the Declarations, written notice stating when, not less than ten (10) days thereafter, the cancellation shall be effective. Proof of mailing or delivery of such notice as aforesaid shall be sufficient proof of notice and this policy shall be deemed canceled as to all **insureds** at the date and hour specified in such notice. The mailing of such notice as aforesaid shall be sufficient proof of notice.

If cancellation occurs within the **policy period**, then the **policy period** shall deemed amended to terminate at the **effective time**, and no **automatic extended reporting period** or other **extending reporting period** shall apply. This policy shall

afford no coverage to **claims** made or reported subsequent to the **effective time** set forth above.

If cancellation occurs during an **extended reporting period**, then the **extended reporting period** shall be deemed amended to terminate at the **effective time**. This policy shall afford no coverage to **claims** made or reported subsequent to the **effective time** set forth above.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling their construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

The premium for this policy shall be fully earned at inception.

3. Clause 10. **ORGANIZATIONAL CHANGES**, paragraph (a) is deleted in its entirety.
4. It is further understood and agreed that notwithstanding any other provision of this policy, this policy shall not provide coverage for any **wrongful acts** occurring after the **effective time**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

#### **EXTENDED REPORTING PERIOD ELECTED ENDORSEMENT**

In consideration of the additional premium of \$[XXXX], it is hereby understood and agreed that pursuant to the terms and conditions of Clause 9 of the policy and as of 12:01 A.M. on [XXXX] ("effective time") this policy shall be amended as follows:

1. Clause 9. **EXTENDED REPORTING PERIOD** is deleted in its entirety and replaced with the following:

##### **9. RUN-OFF COVERAGE CLAUSE**

The **named organization** shall have the right within a period of [XX] year(s) following the **effective time** (herein, the "**extended reporting period**") in which to give written notice to **us** of **claims** that are (i) first made against an **insured person** during the **extended reporting period** for any **wrongful act** committed, omitted or occurring on or prior to the **effective time** and (ii) otherwise covered by this policy.

2. Clause 16. **CANCELLATION** is deleted in its entirety and replaced with the following:

##### **16.CANCELLATION**

This policy may not be canceled by or on the behalf of the **named organization** or by **us** except as stated in this Clause 16. **We** may only cancel this policy in the event of nonpayment of premium by the **named organization** (including the nonpayment of any additional premium for this endorsement) by **our** delivering to the **named organization** by registered, certified, other first class mail or other reasonable delivery method, at the address of the **named organization** set forth in the Declarations, written notice stating when, not less than ten (10) days thereafter, the cancellation shall be effective. Proof of mailing or delivery of such notice as aforesaid shall be sufficient proof of notice and this policy shall be deemed canceled as to all **insured persons** at the date and hour specified in such notice. The mailing of such notice as aforesaid shall be sufficient proof of notice.



If cancellation occurs within the **policy period**, then the **policy period** shall deemed amended to terminate at the **effective time**, and no **automatic extended reporting period** or other **extending reporting period** shall apply. This policy shall afford no coverage to **claims** made or reported subsequent to the **effective time** set forth above.

If cancellation occurs during an **extended reporting period**, then the **extended reporting period** shall deemed amended to terminate at the **effective time**. This policy shall afford no coverage to **claims** made or reported subsequent to the **effective time** set forth above.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling their construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

The premium for this policy shall be fully earned at inception.

3. Clause 10. **ORGANIZATIONAL CHANGES**, paragraph (a) is deleted in its entirety.
4. It is further understood and agreed that notwithstanding any other provision of this policy, this policy shall not provide coverage for any **wrongful acts** occurring after the **effective time**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Policy number

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By:

#### **FIRST INCEPTION DATE AMENDATORY ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that Item 6. of the Declarations, "FIRST INCEPTION DATE," is deleted in its entirety and replaced with the following:

6	<b>FIRST INCEPTION DATE:</b>	[DATE]
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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

### **FULL PRIOR ACTS AMENDATORY ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Item 5. of the Declarations, "RETROACTIVE DATE," is deleted in its entirety and replaced with the following:

<b>5 RETROACTIVE DATE:</b>	Full Prior Acts
----------------------------	-----------------

2. In Clause 4. **EXCLUSIONS**, paragraph (c) is deleted in its entirety.

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Policy number

Issued to:

By:

**"INSURED PERSON" DEFINITION AMENDATORY ENDORSEMENT  
(Removes Independent Contractors)**

In consideration of the premium charged, it is understood and agreed that in Clause 2. **DEFINITIONS**, paragraph (p), "**insured person**," subparagraph (4) is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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By:

**INSURED v. INSURED EXCLUSION AMENDATORY ENDORSEMENT  
(BANKRUPTCY CARVEBACK)**

In consideration of the premium charged, it is hereby understood agreed that in Clause 4. **EXCLUSIONS**, paragraph (g) is deleted in its entirety and replaced with the following:

- (g) that is brought directly or indirectly, by or on behalf of the **organization**; provided, however, this exclusion shall not apply to:
  - (1) in any bankruptcy proceeding by or against an **organization**, any **claim** brought by the examiner, trustee, receiver, liquidator or rehabilitator (or any assignee thereof) of such **organization**, if any;
  - (2) **defense costs** incurred in connection with such **claims**;

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By:

#### **INTELLECTUAL PROPERTY EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that this policy does not cover any **claim** alleging, arising out of or resulting from, directly or indirectly, any **legal services** concerning patent, copyright, trademark, service mark or other intellectual property.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Policy number

Issued to:

By:

### INVESTMENT ADVISOR EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that this policy does not cover any **claim** alleging, arising out of or resulting from, directly or indirectly, any of the following:

- IA (a) the exercise of any authority or discretionary control by an **insured person** with respect to any client's funds or accounts;
- IA (b) any actual or alleged commingling of funds or monies;
- IA (c) an **insured person** providing investment advice, or selecting an investment manager, investment advisory or custodial firm;
- IA (d) an **insured person** advising as to, promising or guaranteeing a future value of any investment, or any rate of return or interest; or
- IA (e) any failure of any investment to perform as expected or desired.

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Policy number

Issued to:

By:

**"LEGAL SERVICES" DEFINITION AMENDATORY ENDORSEMENT**

In consideration of the premium charged, it is understood and agreed that in Clause 2. **DEFINITIONS**, paragraph (q), "**legal services**," subparagraph (1) is deleted in its entirety and replaced with the following:

- (1) a **corporate counsel**, but solely in his or her capacity as an **employee** of an **organization**, including such professional legal services rendered by such **corporate counsel** in his or her capacity as an **employee** of an **organization** that are rendered to any of the following entities:

[insert full legal name of the entities]

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AUTHORIZED REPRESENTATIVE



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Policy number

Issued to:

By:

#### **LIMITED MOONLIGHTING EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that this policy does not cover any **claim** alleging, arising out of or resulting from, directly or indirectly, any of the following types of **moonlighting services**: (i) criminal; (ii) matrimonial; (iii) intellectual property law; or (iv) estate/financial planning.

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AUTHORIZED REPRESENTATIVE

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Policy number

Issued to:

By:

#### LISTED SUBSIDIARIES ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause 2. **DEFINITIONS**, paragraph (dd) "**subsidiary**" shall also mean the entities listed in the table as such. For each such entity, the terms "**first inception date**" and "**retroactive date**" shall mean the dates set forth as such in the table below and not the dates set forth as such in the Declarations.

Subsidiaries

First Inception Date

Retroactive Date

Notwithstanding the foregoing, solely with respect to the **subsidiaries** listed above, Clause 10. **ORGANIZATIONAL CHANGES**, paragraph (c) is deleted in its entirety and replaced with the following:

- (c) *Other Organizational Changes:* In all events, coverage as is afforded under this policy with respect to a **claim** made against any **insured person** shall only apply for **wrongful acts** committed or allegedly committed by an **insured person** employed by a **subsidiary**, (i) after the respective **subsidiary's retroactive date** as listed above, and (ii) prior to the effective time that the **named organization** no longer has **management control** over such **subsidiary**, and solely while such **insured person** is employed as such by the **named organization** or a **subsidiary**.

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Policy number

Issued to:

By:

### **MEDICAL MALPRACTICE EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that this policy does not cover any **claim** against an **insured person** alleging, arising out of or resulting from, directly or indirectly, any medical malpractice including, but not limited to, the rendering of or failure to render medical professional services, treatment or advice.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Issued to:

By:

#### MODIFIED SEC EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that notwithstanding any provision in the policy to the contrary, solely with respect to **claims** made against a **corporate counsel** who is also an **executive** of the **organization**, no coverage will be available under this policy for any **damages** and **defense costs** arising out of any **securities claim**. It is further agreed that solely with respect to any **claims** made against a **corporate counsel** who is also an **executive** of the **organization**, any and all sections of the policy that refer to any coverage for **securities claims** shall be deemed to be deleted in their entirety. Further, this policy is hereby amended as follows:

1. Solely with respect to the coverage afforded under this policy for a **corporate counsel(s)** who is also an **executive(s)** of the **organization**, in Clause 2. **DEFINITIONS**, paragraph (d), "**claim**," is deleted in its entirety and replaced with the following:

(d) "**Claim**" means:

- (1) a written demand for monetary, non-monetary or injunctive relief;
- (2) a written request to toll or waive a statute of limitations relating to a potential **claim** against an **insured person**;
- (3) a **suit**; or
- (4) an **administrative proceeding claim**;

2. Solely with respect to any coverage that may be afforded under this policy for any **corporate counsel(s)** who is also an **executive(s)** of the **organization**, Clause 4. **EXCLUSIONS** is amended to include the following at the end of such Clause:

This policy does not cover any **claim** made against a **corporate counsel** who is also an **executive** of the **organization** alleging, arising out of, or resulting, directly or indirectly, from:

- SC (a) any purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or violation of any securities law, including provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended;
- SC (b) regulation promulgated under the foregoing laws, or any federal, state, local or foreign laws (i) similar to the foregoing laws (including "Blue Sky" laws) or (ii) regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law;

including, without limitation, such actions described above brought by any government or regulatory or self-regulatory entity or authority.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

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Issued to:

By:

#### **MOONLIGHTING AND PRO BONO EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause 2. **DEFINITIONS**, paragraph (q), "**legal services**," is deleted in its entirety and replaced with the following:

(q) "**Legal services**" means any professional legal services rendered by:

- (1) a **corporate counsel** but solely in his or her capacity as an **employee** of the **organization**; and
- (2) any **insured person** but only while acting under the supervision of and at the direction of a **corporate counsel**.

2. Notwithstanding the foregoing, this policy does not cover any **claim** alleging, arising out of or resulting from, directly or indirectly, any **legal services** provided to anyone other than the **organization**, including, but not limited to, any **moonlighting** or *pro bono* services by an **insured person**.

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Policy number

Issued to:

By:

#### **MOONLIGHTING AND PRO BONO SUB-LIMIT OF LIABILITY ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that the coverage afforded under this policy for any **claim** against an **insured person** resulting from **legal services** performed not in the capacity as an **employee** of the **organization**, including, but not limited to, **moonlighting** or *pro bono* services, shall be subject to a sub-limit of liability of \$[**SUBLIMIT OF LIABILITY**]. Such sub-limit of liability is part of, and not in addition to, the aggregate Limit of Liability set forth in Item 3(a) of the Declarations and shall in no way serve to increase such aggregate Limit of Liability.

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forms a part of

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Issued to:

By:

### MOONLIGHTING ONLY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause 2. **DEFINITIONS**, paragraph (q) "**legal services**," is deleted in its entirety and replaced with the following:

(q) "**Legal services**" means only those **moonlighting** legal services, including, but not limited to, notarizing, certifying or acknowledging any signature, that are rendered by a **corporate counsel** while a full time, permanent **employee** of the **organization**.

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By:

### **NAMED ORGANIZATION AMENDATORY ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that in Item 1 of the Declarations, "NAMED ORGANIZATION," Item 1(a) and Item 1(b) are deleted in their entirety and replaced with the following:

1	<b>NAMED ORGANIZATION:</b>
1(a)	MAILING ADDRESS:
1(b)	STATE OF INCORPORATION/FORMATION:

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

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Issued to:

By:

#### **PENDING AND PRIOR LITIGATION EXCLUSION (EXCESS LIMITS) ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that with respect to \$[ **Difference of New Limit - Old Limit**] excess of \$[**Old Limit**] of the aggregate Limit of Liability as set forth in Item 3(a) of the Declarations, this policy does not cover any **damages** or **defense costs** in connection with any **claim** made against any **insured person**:

- (1) alleging, arising out of or resulting from, directly or indirectly, any **claim**, arbitration, mediation, litigation, administrative proceeding (including disciplinary and licensing), bankruptcy or regulating proceeding or investigation, pending as of or commenced prior to [ **Effective Date of New Limit** ], or alleging or derived from the same or essentially the same facts as alleged in such pending or prior **claim**, arbitration, mediation, litigation or administrative, bankruptcy or regulating proceeding or investigation; or
- (2) alleging, arising out of or resulting from, directly or indirectly, any **wrongful act**, circumstance or event committed, omitted or occurring prior to [ **Effective Date of New Limit** ] if on or before such date any **insured person** knew or could have reasonably foreseen that such **wrongful act**, circumstance or event could give rise to a **claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

### **POLICY PERIOD EXTENSION ENDORSEMENT**

In consideration of the additional premium of \$[xxxx], it is hereby understood and agreed that Item 2. of the Declarations, "POLICY PERIOD," is deleted in its entirety and replaced with the following:

2	<b>POLICY PERIOD:</b>	From:	To:
		12:01 A.M. at the address stated in Item 1(a)	

The Limits of Liability for the extended **policy period** shall be part of and not in addition to the Limits of Liability stated in Item 3. of the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Policy number

Issued to:

By:

### **POLICY PERIOD AMENDATORY ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that Item 2 of the Declarations, "POLICY PERIOD," is deleted in its entirety and replaced with the following:

2	<b>POLICY PERIOD:</b>	From:	To:
		12:01 A.M. at the address stated in Item 1(a)	

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Policy number

Issued to:

By:

#### **PRIOR ACTS EXCLUSION (EXCESS LIMITS) ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that with respect to \$[Difference of New Limit-Old Limit] excess of \$[Old Limit] of the aggregate Limit of Liability as set forth in Item 3(a) the Declarations, **we** shall not be liable for any **damages** or **defense costs** in connection with any **claim** made against any **insured person** alleging a **wrongful act** which occurred on or before [Effective Date of New Limit]. For the purposes of this endorsement, **damages** and **defense costs** arising out of the same or series of continuous, repeated or related **wrongful acts** shall be deemed to arise from the first such **wrongful act**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

## PRO BONO and MOONLIGHTING ONLY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause 2. **DEFINITIONS**, paragraph (q) "**legal services**," is deleted in its entirety and replaced with the following:

(q) "**Legal services**" means only those *pro bono* and **moonlighting** legal services, including, but not limited to, notarizing, certifying or acknowledging any signature, that are rendered by a **corporate counsel** while a full time, permanent **employee** of the **organization**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

## PRO BONO ONLY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause 2. **DEFINITIONS**, paragraph (q) "**legal services**," is deleted in its entirety and replaced with the following:

(q) "**Legal services**" means only those *pro bono* legal services, including, but not limited to, notarizing, certifying or acknowledging any signature, that are rendered by a **corporate counsel** while a full time, permanent **employee** of the **organization**.

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By:

### **PUBLIC OFFERING EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that this policy does not cover any **claim** made against an **insured person** alleging, arising out of or resulting from, directly or indirectly, any public offering of securities, including, but not limited to, any equity, debt or limited partnership interests, by the **organization** or any entity, or alleging, arising out of or resulting from, directly or indirectly, any purchase or sale of such securities subsequent to such public offering.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE



This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**PUBLIC OFFERING EXCLUSION ENDORSEMENT  
(WITH DEBT CARVEOUT)**

In consideration of the premium charged, it is hereby understood and agreed that this policy does not cover any **claim** made against an **insured person** alleging, arising out of or resulting from, directly or indirectly, any public offering of or any subsequent purchase or sale of securities. As used in this endorsement, securities include, but are not limited to, any equity or limited partnership interests, by the **organization** or any entity.

Notwithstanding the above, this exclusion shall not apply to any public offering of debt securities by the **named organization** anywhere in the world.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

### **PUNITIVE DAMAGES EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that in Clause 2. **DEFINITIONS** , paragraph (f) "**damages**" is deleted in its entirety and replaced with the following:

- (f) **Damages** means any amount that an **insured person** shall be legally required to pay because of judgments, arbitration awards or settlements negotiated by **us** or by an **insured person** in accordance with Coverage C;

"**Damages**" also means with respect to a covered judgment:

- (1) pre-judgment interest; and
- (2) post judgment interest that accrues after entry of judgment and before **we** have paid, offered to pay or deposited in court that covered part of the judgment within the applicable Limit of Liability.

Provided, however, **damages** shall not mean, and this policy shall not cover:

- (1) punitive, exemplary or multiple damages
- (2) civil or criminal fines or penalties;
- (3) taxes;
- (4) any amounts for which an **insured person** is not financially liable or which are without legal recourse to an **insured person**;
- (5) the costs and expenses of complying with any injunctive or other form of non-monetary relief; and
- (6) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

#### **RETENTION AMENDATORY ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that Item 4. of the Declarations, "RETENTION," is deleted in its entirety and replaced with the following:

4	<b>RETENTION</b>	
4(a)	<b>NON-INDEMNIFIABLE LOSS:</b>	\$
4(b)	<b>ALL OTHER DAMAGES and DEFENSE COSTS:</b>	\$

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

### **RETROACTIVE DATE AMENDATORY ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that Item 5. of the Declarations, "RETROACTIVE DATE," is deleted in its entirety and replaced with the following:

5	<b>RETROACTIVE DATE:</b>		<b>[DATE]</b>
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ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

#### **SCHEDULED CORPORATE COUNSEL COVERAGE LIMITATION ENDORSEMENT**

In consideration of the premium charged it is hereby understood and agreed that in Clause 2. **DEFINITIONS**, paragraph (e) "**corporate counsel**," is deleted in its entirety and replaced with the following:

- (e) "**Corporate counsel**" means any attorney listed in the schedule contained in this endorsement admitted to the bar or otherwise licensed to the practice of law while an **employee** of an **organization**.

#### **SCHEDULE OF CORPORATE COUNSEL**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

### **SCHEDULED INDEPENDENT CONTRACTORS ENDORSEMENT**

In consideration of the premium charged it is hereby understood and agreed that in Clause 2. **DEFINITIONS**, paragraph (p)(4) in the definition of “**insured person**” is deleted in its entirety and replaced with the following:

- (4) any independent contractor admitted to practice law and specifically named below in the “Schedule of Contract Lawyers” (hereinafter referred to as a “**contract lawyer**”), who, pursuant to a written agreement with the **organization**, has been retained to provide **legal services** for or on behalf of the **organization**.

Notwithstanding the foregoing, it is further understood and agreed that the coverage afforded under this endorsement shall not apply with respect to any **claim** arising out of any **wrongful act** committed by a **contract lawyer** outside of the scope of his/her performance of **legal services** for or on behalf of the **organization**, including, without limitation, any **moonlighting** and *pro bono* services.

### **SCHEDULE OF CONTRACT LAWYERS**

[insert names of contract lawyers]

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

### SECURITIES CLAIM RETENTION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Item 4. of the Declarations, "RETENTION," is deleted in its entirety and replaced with the following:

4	<b>RETENTION</b>	
4(a)	<b>NON-INDEMNIFIABLE LOSS:</b>	\$
4(b)	<b>SECURITIES CLAIMS:</b>	\$
4(c)	<b>ALL OTHER DAMAGES and DEFENSE COSTS:</b>	\$

2. Clause 6. **RETENTION AND COINSURANCE**, subparagraph 6(a), is deleted in its entirety and replaced with the following:

(a) The **insurer** shall only be liable for the amount of **damages** and **defense costs** arising from each **claim** that exceeds the applicable Retention amount stated in Items 4(a), 4(b) and 4(c) of the Declarations. The Retention amounts must be borne by an **insured person** or the **organization** and remain uninsured. The Retention amount stated in:

- (1) Item 4(a) applies to **non-indemnifiable loss**; and
- (2) Item 4(b) applies to **securities claims**; and
- (3) Item 4(c) applies to all other **damages** and **defense costs**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

### SECURITIES CLAIM SUBLIMIT AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Item 3 of the Declarations is amended to include the following at the end thereof:

3(c)	<b>SECURITIES CLAIM SUBLIMIT:</b> Aggregate for all <b>securities claims</b> (including <b>defense costs</b> ):	\$	XXXXXX
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2. In Clause 5. **LIMIT OF LIABILITY**, paragraph (b) is deleted in its entirety and replaced with the following:

- (b) *All **claims** other than **securities claims**: Our* total liability for all **damages** and **defense costs** arising from each **claim** (other than a **securities claim**) made against an **insured person** and reported to **us** during the **policy period** or any applicable **extended reporting period**, alleging a **wrongful act** or series of continuous, repeated or related **wrongful acts** shall not exceed the "PER **CLAIM**" Limit of Liability set forth in the Declarations. The "PER **CLAIM**" Limit of Liability is part of and not in addition to the "AGGREGATE" Limit of Liability for all **claims** as stated in the Declarations.

*All **securities claims**: Our* total liability for all **damages** and **defense costs** arising from any and all **securities claims** made against an **insured person** and reported to **us** during the **policy period** or any applicable **extended reporting period**, alleging a **wrongful act**, or series of continuous, repeated or related **wrongful acts**, shall not exceed the "**SECURITIES CLAIM SUBLIMIT**" set forth in the Declarations. The "**SECURITIES CLAIM SUBLIMIT**" is part of and not in addition to the "AGGREGATE" Limit of Liability for all **claims** as stated in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE



This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

#### **SPECIFIC INVESTIGATION/CLAIM/LITIGATION/EVENT EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that, without limiting the other exclusions of the policy, **we** shall not be liable to make any payment for **damages** or **defense costs** alleging, arising out of or resulting, directly or indirectly from:

- (a) any **claim**, notice, event, damage, investigations or actions referred to in item 1. below (the "**event**");
- (b) the prosecution, adjudication, settlement, disposition, resolution or defense of:
  - (a) the **event** or (b) any **claim** arising from, in connection with or relating to the **event**; or
- (c) any **wrongful act**, underlying facts, circumstances, acts, errors or omissions in any way relating to the **event**.

1. **Event** shall mean:

[DESCRIBE EVENT IN AS MUCH DETAIL AS POSSIBLE, INCLUDING IDENTIFYING FACTS].

- 2. It is further understood and agreed that **we** shall not be liable for any **damages** or **defense costs** in connection with any **claim** alleging, arising out of, based upon, attributable to or in any way related, directly or indirectly, in part or in whole, to an **interrelated wrongful act** (as that term is defined below), regardless of whether or not such **claim** involved the same or different **insured persons**, the same or different legal causes of action or the same or different claimants or is brought in the same or different venue or resolved in the same or different forum.
- 3. For the purposes of this endorsement an "**interrelated wrongful act**" means: (i) any fact, circumstance, act, error or omission alleged in or described as the **event** and/or (ii) any **wrongful act** or **damage** which is the same as, similar or related to or a repetition of any **wrongful act** or **damage** alleged in or described in the **event**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SPECIFIC CORPORATE COUNSEL EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that this policy does not cover any **claim** alleging, arising out of or resulting from, directly or indirectly, any act, error or omission committed or allegedly committed by [Full Name of Corporate Counsel].

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SUBSIDIARY ADDITIONS PROVISION AMENDATORY ENDORSEMENT  
(BY CORPORATE COUNSEL)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause 10. **ORGANIZATIONAL CHANGES**, paragraph (b) "***Subsidiary Additions***," is deleted in its entirety and replaced with the following:

- (b) ***Subsidiary Additions***: If "Blanket" has been checked in Item 1(c) of the Declarations, **subsidiary** also includes any for-profit entity of which the **named organization** first had **management control** during the **policy period**, whether directly or indirectly through one or more other **subsidiaries**; and:
- (1) whose total number of **corporate counsel** does not exceed **[insert number]** percent (**XX**%) of the aggregate number of all **corporate counsel** covered under this policy as of the inception of the **policy period**; or
  - (2) whose total number of **corporate counsel** is equal to or exceeds **[insert number]** percent (**XX**%) of the aggregate number of all **corporate counsel** covered under this policy as of the inception of the **policy period**. Such entity shall be a "**subsidiary**" only once the **named organization** shall have provided **us** with full particulars of the new **subsidiary** and agreed to any additional premium and amendments to this policy required by **us** relating to such **subsidiary**. Further, coverage as shall be afforded to any **subsidiary** and any **insured person** thereof is conditioned upon the **named organization** paying when due any additional premium required by **us** relating to such **subsidiary**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SUBSIDIARY ADDITIONS PROVISION AMENDATORY ENDORSEMENT  
(BY REVENUE)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause 10. **ORGANIZATIONAL CHANGES**, paragraph (b) "***Subsidiary Additions***," is deleted in its entirety and replaced with the following:

- (b) ***Subsidiary Additions***: If "Blanket" has been checked in Item 1(c) of the Declarations, **subsidiary** also includes any for-profit entity of which the **named organization** first had **management control** during the **policy period**, whether directly or indirectly through one or more other **subsidiaries**; and:
- (1) whose revenues do not exceed [insert number] percent (XX%) of the aggregate annual revenues of the **named organization** (as of the inception date of this **policy period**); or
  - (2) whose revenues exceeds [insert number] percent (XX%) of the aggregate annual revenues of the **named organization** (as of the inception date of this **policy period**). Such entity shall be a "**subsidiary**" only once the **named organization** shall have provided **us** with full particulars of the new **subsidiary** and agreed to any additional premium and amendments to this policy required by **us** relating to such **subsidiary**. Further, coverage as shall be afforded to any **subsidiary** and any **insured person** thereof is conditioned upon the **named organization** paying when due any additional premium required by **us** relating to such **subsidiary**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

#### **TITLE SERVICES COVERAGE ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause 2. **DEFINITIONS**, paragraph (q), "**legal services**," is amended to include the following at the end thereof:

**Legal services** shall also include any **title activities** performed by a **corporate counsel**.

2. Clause 2. **DEFINITIONS** is amended to include the following at the end thereof:

TA (a) "**Title activities**" means title abstracting, title search, title insurance placement activities and rendering of title opinions performed by a **corporate counsel**.

3. Solely with respect to the coverage afforded under this endorsement, Clause 4. **EXCLUSIONS** is amended to include the following at the end of such Clause:

This policy does not cover any **claim**:

TA (a) arising out of any defect in title (1) not disclosed of public record, or (2) of which the **organization** or any **corporate counsel** had actual or constructive knowledge at the date of issuance of insurance of such title;

TA (b) alleging, arising out of or resulting from, directly or indirectly, any breach of underwriting authority by a **corporate counsel** in the capacity as a title insurance agent;

TA (c) arising out of the handling or disbursement of funds including, but not limited to, escrow activities or closing activities; or

TA (d) alleging, arising out of or resulting from, directly or indirectly, any **insured person** notarizing, certifying or acknowledging any signature not signed before such **insured person** at the time of such notarization, certification or acknowledgment.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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AUTHORIZED REPRESENTATIVE

This Endorsement, effective at 12:01 A.M. forms a part of

Policy No:

Issued To:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDATORY ENDORSEMENT**

**ARKANSAS**

This endorsement modifies insurance provided under the following:

**Corporate Counsel Premier®**

This policy is amended as follows:

1. Clause **2. DEFINITIONS**, subparagraph (f), **Damages** is amended to include the following paragraph at the end of the Clause:

Punitive damages are those damages imposed to punish a wrongdoer or to deter others from similar conduct.

2. Clause **5. LIMIT OF LIABILITY (FOR ALL DAMAGES AND DEFENSE COSTS)** is modified to the extent necessary to provide the following:

The Limit of Liability for the **extended reporting period** shall be the greater of the amount of coverage remaining in the expiring policy or fifty percent (50%) of the Limit of Liability in effect at the inception of the **policy period**.

3. Clause **9. EXTENDED REPORTING PERIOD** is modified to the extent necessary to provide the following:

A. The right to an **extended reporting period** applies in the event the **insurer** or the **named organization** cancels or refuses to renew the policy for any reason.

B. The **insurer** shall advise the **named organization** of the availability of, the premium for, and the importance of purchasing the **extended reporting period**.

C. The premium for the **extended reporting period** shall be based upon the rates and rating rules in effect at the inception date of the **policy period**.

D. The right to the **optional extended reporting period** shall terminate unless written notice of such election together with the additional premium due is

received by the **insurer** within sixty (60) days after the effective date of cancellation or non-renewal.

E. If the **extended reporting period** is elected by the **named organization**, the **named organization** shall be provided, upon written request, the following loss information within thirty (30) days of the **named organization's** written request and within fifteen (15) days after notice of cancellation or nonrenewal is issued:

1. aggregate information in total for closed **claims**, including the date and description of any **wrongful acts**, and any paid **damages** and **defense costs** or **indemnifiable loss**;
2. aggregate information in total for open **claims**, including the date, description of any **wrongful acts**, amount of any and paid **damages** and **defense costs** or **indemnifiable loss**, if any, and estimate of reserves if any.
3. information on notice of any occurrence, including the date, description of any occurrence, and estimate of reserves if any.

4. Clause 18. **ALTERNATIVE DISPUTE RESOLUTION PROCESS** is modified to the extent necessary to provide the following:

- A. The decision to enter into the alternative dispute process shall be mutual between the **insurer** and the **organization** or an **insured person**.
- B. If arbitration is selected as the alternative dispute process, the decision of the arbitrators shall be non-binding.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

## ENDORSEMENT

This endorsement, effective \_\_\_\_\_ at \_\_\_\_\_

forms part of \_\_\_\_\_

Policy no.: \_\_\_\_\_ issued to: \_\_\_\_\_

By: \_\_\_\_\_

### ARKANSAS AMENDATORY ENDORSEMENT (Professional Liability, including Medical Malpractice)

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "First Named Insured" and "Insured" mean the Named Corporation, Named Organization, Named Entity, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The following is added and supercedes any provision to the contrary:

#### A. CANCELLATION

If this policy has been in effect for more than sixty (60) days or is a renewal policy, the Insurer shall not cancel this policy unless such cancellation is based upon at least one (1) of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation made by or with the knowledge of the Insured or Other Insured(s) in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (c) The occurrence of material change in the risk which substantially increases any hazard insured against after policy issuance;
- (d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against under the policy;
- (e) Nonpayment of membership dues in those cases where the by-laws, agreements or other legal instruments of the Insurer issuing the policy require payment thereof as a condition of the issuance and maintenance of the policy; or
- (f) A material violation of a material provision of the policy.

The Insurer may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the First Named Insured and any lienholder or loss payee named in the policy at least:

- a. Ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium.
- b. Twenty (20) days before the effective date of cancellation if cancellation is due to any other reason.

If cancellation is due to nonpayment of premium, notice should state the reason for cancellation.



## B. NONRENEWAL

If the Insurer decides not to renew the policy, the Insurer shall mail written notice to the First Named Insured shown in the Declarations at least sixty (60) days before:

- (a) its expiration date; or
- (b) its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, the Insurer is not required to send this notice if nonrenewal is due to the Insured's failure to pay any premium required for renewal.

The Insurer will mail its notice to the First Named Insured's last known mailing address. If notice is mailed, proof of mailing will be sufficient proof of notice.

## C. NOTICE OF PREMIUM INCREASE

If the Insurer decides to increase current premium by twenty five percent (25%) or more upon renewal, the insurer shall notify the First Named Insured and agent prior to the effective date of the renewal.

Notice must be mailed or delivered to the First Named Insured's agent not less than sixty (60) days prior to the effective date of the renewal and to the First Named Insured not less than thirty (30) days prior to the effective date of renewal.

If notice is not given in the manner provided above, the Insurer shall extend the existing policy sixty (60) days from the date that such notice is mailed or delivered. The premium for the extended policy may not be more than the pro rata premium of the existing policy.

All other terms, conditions and exclusions remain unchanged.

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AUTHORIZED REPRESENTATIVE

<i>SERFF Tracking Number:</i>	<i>AGNY-125644541</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Union Fire Insurance Company of Pittsburgh, Pa.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AIC-08-EO-08</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>Corporate Counsel Premier-165000174/40950010</i>		
<i>Project Name/Number:</i>	<i>Corporate Counsel Premier/AIC-08-EO-08</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125644541 State: Arkansas  
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
Company Tracking Number: AIC-08-EO-08  
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability  
Product Name: Corporate Counsel Premier-165000174/40950010  
Project Name/Number: Corporate Counsel Premier/AIC-08-EO-08

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 05/27/2008

**Comments:**

**Attachment:**  
PCFFS-1.pdf

**Satisfied -Name:** Forms Listing **Review Status:** Approved 05/27/2008

**Comments:**

**Attachment:**  
CCP Forms Listing 4.4.2008.pdf

3.	Group Name	Group NAIC #		
	American International Group, Inc.	012		
4.	Company Name(s)	Domicile	NAIC #	FEIN #
	Illinois National Insurance Co.	IL	23817	37-0344310
	National Union Fire Insurance Company of Pittsburgh, PA.	PA	19445	25-0687550
5.	Company Tracking Number	AIC-08-EO-08		

<b>6.</b>	<b>Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>Fax #</b>	<b>e-mail</b>
	Jameka Harris 175 Water Street, 17 <sup>th</sup> Floor New York, NY, 10038	Filings Analyst	(212)458-7056	(212)458-7077	<a href="mailto:jameka.harris@aig.com">jameka.harris@aig.com</a>
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		Jameka Harris		

9.	Type of Insurance (TOI)	17.1000 Other Liability – Claims Made Only			
10.	Sub-Type of Insurance (Sub-TOI)	17.0019 / Errors and Omissions			
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12.	Company Program Title (Marketing title)	Corporate Counsel Premier®			
13.	Filing Type Endorsement	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other			
14.	Effective Date(s) Requested	New:	June 09, 2008	Renewal:	June 09, 2008
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16.	Reference Organization (if applicable)	N/A			
17.	Reference Organization # & Title	N/A			
18.	Company's Date of Filing	May 16, 2008			
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

## Property & Casualty Transmittal Document---

20.	This filing transmittal is part of Company Tracking #	AIC-08-EO-08
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21.	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The Companies listed in item 4 submit their Corporate Counsel Premier® Program which provides claims-made errors and omissions coverage for covered corporate counsel.

22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
-----	---

Check #:	EFT
Amount:	\$50.00

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

Effective January 1, 2006

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>AIC-08-EO-08</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>N/A</b>			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
1	Corporate Counsel Premier Declarations Page	96897 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
2	Corporate Counsel Premier Policy	96896 (02/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
3	Corporate Counsel Premier New Business Application	96922(12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
4	Corporate Counsel Premier Renewal Application	96921 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
5	Absolute SEC Exclusion Endorsement	96774 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
6	Additional Organization Endorsement	96775 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
7	Application Provision Endorsement	97794 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
8	Arbitration & Mediation Services Coverage Endorsement	96776 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
9	Bad Faith Exclusion Endorsement	96777 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
10	Claims Adjuster, Title Abstractor And Collection Agent Exclusion Endorsement	96780 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
11	Conduct Exclusion Amendatory Endorsement (Final Adjudication)	97796 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
12	Conduct Exclusion Amendatory Endorsement (Final Adjudication/Determination)	97795 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
13	Deletion of Endorsement	96783 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
14	Extended Reporting Period Elected Endorsement (Transactions)	96781 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A

15	Extended Reporting Period Elected Endorsement	96782 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
16	First Inception Date Amendatory Endorsement	96784 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
17	Full Prior Acts Amendatory Endorsement	97785 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
18	"Insured Person" Definition Amendatory Endorsement (Removes Independent Contractors)	97790 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
19	Insured v. Insured Amendatory Endorsement (Bankruptcy Carveback)	97791 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
20	Intellectual Property Exclusion Endorsement	96785 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
21	Investment Advisor Exclusion Endorsement	96786 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
22	"Legal Services" Definition Amendatory Endorsement	97797 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
23	Limited Moonlighting Exclusion Endorsement	96787 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
24	Listed Subsidiaries Endorsement	96788 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
25	Medical Malpractice Exclusion Endorsement	96789 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
26	Modified SEC Exclusion Endorsement	96790 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
27	Moonlighting And Pro Bono Exclusion Endorsement	96791 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
28	Moonlighting And Pro Bono Sub-Limit of Liability Endorsement	96792 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
29	"Moonlighting" Only Endorsement	96793 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
30	Named Organization Amendatory Endorsement	96794 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
31	Pending And Prior Litigation Exclusion (Excess Limits) Endorsement	96795 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
32	Policy Period Extension Endorsement	96796 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A

33	Policy Period Amendatory Endorsement	96797 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
34	Prior Acts Exclusion (Excess Limits) Endorsement	96798 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
35	"Pro Bono" and "Moonlighting" Only Endorsement	96799 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
36	"Pro Bono" Only Endorsement	96800 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
37	Public Offering Exclusion Endorsement	96802 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
38	Public Offering Exclusion Endorsement (With Debt Carveout)	96801 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
39	Punitive Damages Exclusion Endorsement	96803 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
40	Retention Amendatory Endorsement	96804 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
41	Retroactive Date Amendatory Endorsement	96805 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
42	Scheduled Corporate Counsel Coverage Limitation Endorsement	96806 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
43	Scheduled Independent Contractors Endorsement	96807 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
44	Securities Claim Retention Endorsement	96808 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
45	Securities Claim Sublimit Amendatory Endorsement	96809 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
46	Specific Investigation/ Claim/ Litigation/ Event Exclusion Endorsement	96810 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
47	Specific Corporate Counsel Exclusion Endorsement	96811 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
48	Subsidiary Additions Provisions Amendatory Endorsement (By Corporate Counsel)	97792 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
49	Subsidiary Additions Provisions Amendatory Endorsement (By Revenue)	97793 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
50	Title Services Coverage Endorsement	96773 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A



51	Arkansas Amendatory Endorsement	97758 (3/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
52	Arkansas Cancellation/Nonrenewal Endorsement	83675 (11/03)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A

## Forms Listing

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
1	Corporate Counsel Premier Declarations Page	<a href="#">96897 (12/07)</a>	D	New		Mandatory			Declarations page.
2	Corporate Counsel Premier Policy	<a href="#">96896 (02/08)</a>	P	New		Mandatory			Policy form provides coverage information.
3	Corporate Counsel Premier New Business Application	<a href="#">96922(12/07)</a>	A	New		Mandatory			Application for new business.
4	Corporate Counsel Premier Renewal Application	<a href="#">96921 (12/07)</a>	A	New		Mandatory			Application for renewal business.
5	Absolute SEC Exclusion Endorsement	<a href="#">96774 (2/08)</a>	E	New		Optional	Restricts	Yes	Removes securities claims from the definition of claim and adds a securities exclusions.
6	Additional Organization Endorsement	<a href="#">96775 (12/07)</a>	E	New		Optional	Broadens	Yes	Amends the definition of organization to include an entity over which the named insured does not have management control.
7	Application Provision Endorsement	<a href="#">97794 (4/08)</a>	E	New		Optional	Broadens	Yes	Amends the Application Provision of the policy to limit the knowledge of information on the application only to the GC, CEO and CFO of the organization.
8	Arbitration & Mediation Services Coverage Endorsement	<a href="#">96776 (12/07)</a>	E	New		Optional	Broadens	Yes	Amends legal services to include arbitration services and adds supporting exclusions.
9	Bad Faith Exclusion Endorsement	<a href="#">96777 (12/07)</a>	E	New		Optional	Restricts	Yes	Excludes claims arising out of bad faith.
10	Claims Adjuster, Title Abstractor And Collection Agent Exclusion Endorsement	<a href="#">96780 (12/07)</a>	E	New		Optional	Restricts	Yes	Excludes claims arising out of services rendered as a claims adjuster, title abstractor or collections agent.
11	Conduct Exclusion Amendatory Endorsement (Final Adjudication)	<a href="#">97796 (4/08)</a>	E	New		Optional	Broadens	Yes	Amends the Conduct Exclusion to require the Insured to reimburse the carrier after final adjudication.

## Forms Listing

12	Conduct Exclusion Amendatory Endorsement (Final Adjudication/Determination)	<a href="#">97795 (4/08)</a>	E	New		Optional	Broadens	Yes	Amends the Conduct Exclusion to require the Insured to reimburse the carrier after final adjudication or final determination.
13	Deletion of Endorsement	<a href="#">96783 (12/07)</a>	E	New		Optional	Clarifies	No	Used to delete another endorsement to the policy.
14	Extended Reporting Period Elected Endorsement (Transactions)	<a href="#">96781 (12/07)</a>	E	New		Optional	Broadens	Yes	Upon occurrence of a stated transaction this endorsement extends the ERP to three years.
15	Extended Reporting Period Elected Endorsement	<a href="#">96782 (12/07)</a>	E	New		Optional	Broadens	Yes	Amends the policy to include an extended reporting period as agreed by the insured and carrier for a specified time.
16	First Inception Date Amendatory Endorsement	<a href="#">96784 (12/07)</a>	E	New		Optional	Clarifies	No	Corrects or amends the first inception date on the declarations page.
17	Full Prior Acts Amendatory Endorsement	<a href="#">97785 (4/08)</a>	E	New		Optional	Broadens	Yes	Amends policy to provide full prior acts coverage.
18	"Insured Person" Definition Amendatory Endorsement (Removes Independent Contractors)	<a href="#">97790 (4/08)</a>	E	New		Optional	Restricts	Yes	Removes the blanket independent contractor coverage from the definition of insured person.
19	Insured v. Insured Amendatory Endorsement (Bankruptcy Carveback)	<a href="#">97791 (4/08)</a>	E	New		Optional	Broadens	Yes	Amends the Insured vs Insured exclusion to carveback indemnity and defense for claims made by an examiner, trustee or creditor in the event of bankruptcy by the organization.
20	Intellectual Property Exclusion Endorsement	<a href="#">96785 (12/07)</a>	E	New		Optional	Restricts	Yes	Excludes claims arising out of intellectual property infringement.
21	Investment Advisor Exclusion Endorsement	<a href="#">96786 (12/07)</a>	E	New		Optional	Restricts	Yes	Excludes claims arising out of investment advisor services.
22	"Legal Services" Definition Amendatory Endorsement	<a href="#">97797 (4/08)</a>	E	New		Optional	Broadens	Yes	Amends the definition of legal services to include services performed for the other scheduled entities.
23	Limited Moonlighting Exclusion Endorsement	<a href="#">96787 (12/07)</a>	E	New		Optional	Restricts	Yes	Excludes claims arising out of real estate, matrimonial, criminal and intellectual property services for anyone other than the organization.

## Forms Listing

24	Listed Subsidiaries Endorsement	<a href="#">96788 (12/07)</a>	E	New		Optional	Clarifies	No	Lists the subsidiaries covered under the policy when the Insured opts to "list subsidiaries" on the declarations.
25	Medical Malpractice Exclusion Endorsement	<a href="#">96789 (12/07)</a>	E	New		Optional	Restricts	Yes	Excludes claims arising out of medical malpractice.
26	Modified SEC Exclusion Endorsement	<a href="#">96790 (2/08)</a>	E	New		Optional	Restricts	Yes	Solely with respect to executives, removes securities claim from the definition of claim and adds securities exclusions.
27	Moonlighting And Pro Bono Exclusion Endorsement	<a href="#">96791 (12/07)</a>	E	New		Optional	Restricts	Yes	Excludes claims arising out moonlighting or pro bono legal services.
28	Moonlighting And Pro Bono Sub-Limit of Liability Endorsement	<a href="#">96792 (12/07)</a>	E	New		Optional	Restricts	Yes	Imposes an aggregate sublimit for all claims arising out of pro bono or moonlighting services.
29	"Moonlighting" Only Endorsement	<a href="#">96793 (12/07)</a>	E	New		Optional	Restricts	Yes	Amends the policy and definition of legal services to include only moonlighting services.
30	Named Organization Amendatory Endorsement	<a href="#">96794 (12/07)</a>	E	New		Optional	Clarifies	No	Corrects or amends the named insured and its mailing address on the declarations page.
31	Pending And Prior Litigation Exclusion (Excess Limits) Endorsement	<a href="#">96795 (12/07)</a>	E	New		Optional	Restricts	Yes	Excludes claims for an agreed upon portion of the limit of liability arising out of litigation, events or claims known before an agreed upon date.
32	Policy Period Extension Endorsement	<a href="#">96796 (12/07)</a>	E	New		Optional	Broadens	Yes	Extends the policy to an agreed upon date to beyond the original effective date on the declarations page.
33	Policy Period Amendatory Endorsement	<a href="#">96797 (12/07)</a>	E	New		Optional	Clarifies	No	Changes or amends the policy period on the declarations page.
34	Prior Acts Exclusion (Excess Limits) Endorsement	<a href="#">96798 (12/07)</a>	E	New		Optional	Restricts	Yes	Excludes claims for an agreed to excess portion of limit of liability arising out of wrongful acts occurring before the agreed upon date.
35	"Pro Bono" and "Moonlighting" Only Endorsement	<a href="#">96799 (12/07)</a>	E	New		Optional	Restricts	Yes	Amends the policy and definition of legal services to include only moonlighting and pro bono services.

## Forms Listing

36	"Pro Bono" Only Endorsement	<a href="#">96800 (12/07)</a>	E	New		Optional	Restricts	Yes	Amends the policy and definition of legal services to include only pro bono services.
37	Public Offering Exclusion Endorsement	<a href="#">96802 (12/07)</a>	E	New		Optional	Restricts	Yes	Excludes claims arising out of a public offering of securities.
38	Public Offering Exclusion Endorsement (With Debt Carveout)	<a href="#">96801 (12/07)</a>	E	New		Optional	Restricts	Yes	Excludes claims arising out of a public offering of securities, with a carveback for publicly traded debt.
39	Punitive Damages Exclusion Endorsement	<a href="#">96803 (12/07)</a>	E	New		Optional	Restricts	Yes	Excludes punitive damages.
40	Retention Amendatory Endorsement	<a href="#">96804 (12/07)</a>	E	New		Optional	Clarifies	No	Changes or amends the retention on the declarations page.
41	Retroactive Date Amendatory Endorsement	<a href="#">96805 (12/07)</a>	E	New		Optional	Clarifies	No	Changes or amends the retroactive date on the declarations page.
42	Scheduled Corporate Counsel Coverage Limitation Endorsement	<a href="#">96806 (12/07)</a>	E	New		Optional	Restricts	No	Amends the definition of corporate counsel to mean only those scheduled to the endorsement.
43	Scheduled Independent Contractors Endorsement	<a href="#">96807 (12/07)</a>	E	New		Optional	Restricts	No	Amends the definition of insured persons to mean only those independent contractors scheduled to the endorsement.
44	Securities Claim Retention Endorsement	<a href="#">96808 (12/07)</a>	E	New		Optional	Restricts	Yes	Changes or amends the retention for all securities claims.
45	Securities Claim Sublimit Amendatory Endorsement	<a href="#">96809 (12/07)</a>	E	New		Optional	Restricts	Yes	Provides an aggregate sublimit of liability for all securities claims.
46	Specific Investigation/ Claim/ Litigation/ Event Exclusion Endorsement	<a href="#">96810 (12/07)</a>	E	New		Optional	Restricts	No	Excludes claims arising out of a specific investigation, claim, litigation or other event.
47	Specific Corporate Counsel Exclusion Endorsement	<a href="#">96811 (12/07)</a>	E	New		Optional	Restricts	No	Excludes a specific corporate counsel.
48	Subsidiary Additions Provisions Amendatory Endorsement (By Corporate Counsel)	<a href="#">97792 (4/08)</a>	E	New		Optional	Broadens	Yes	Amends the Organizational Changes Subsidiary Additions threshold to be a percentage of the named insured's current number of corporate counsel.
49	Subsidiary Additions Provisions Amendatory Endorsement (By Revenue)	<a href="#">97793 (4/08)</a>	E	New		Optional	Broadens	Yes	Amends the Organizational Changes Subsidiary Additions threshold to be a percentage of the named insured's revenue.
50	Title Services Coverage Endorsement	<a href="#">96773 (12/07)</a>	E	New		Optional	Broadens	Yes	Adds title services to the definition of legal services, defines the term and adds related exclusions.